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The Solicitors' Journal.

LONDON, JANUARY 18, 1873.

SIR GEORGE HONYMAN, Q.C., was yesterday appointed to the seat in the Court of Common Pleas, vacant by the resignation of Mr. Justice Byles. The appointment is one that will be heartily applauded by the profession, and we believe we may confidently say that the new judge will be cordially welcomed by the bench. Sir George is well known as one of the soundest and most accomplished of mercantile lawyers, and his appointment will add great strength to the Court of Common Pleas, whose decisions, during the presidency of the late Lord Chief Justice Sir William Erle—supported, as he was, by one of the strongest puisne benches ever known—enjoyed the highest reputation. Sir George has for some years held a very large practice in the City; indeed, since the time when he succeeded to the place left vacant by Sir Colin Blackburn, probably no one has commanded an equal business. His extensive and profound acquaintance with law may perhaps sometimes have caused his arguments to appear deficient in method, because he took for granted knowledge in the listener equal with his own; but in the comparative leisure of the bench we may hope for all the advantage of his learning and acumen, without the imperfections incident to the hurry of an extensive practice.

THE QUESTION with reference to the renewal of general public-house licences, which was discussed at great length in the daily papers during the long vacation, was settled by the Court of Queen's Bench last Saturday. The ambiguity arose upon the construction of the 46th section of the new Act (35 & 36 Vict. c. 94), under which it was contended that houses holding a general public-house licence, if below the annual value required in their case for the future by the 45th section, were subject to have their licences renewed conditionally upon their reaching that value by next year. The justices of Exeter put this construction on the section, and renewed a number of general public-house licences with the condition annexed. One of these licences was brought up by *certiorari*, and a motion made to quash the condition. The Court, however, refused to do this, on the ground that it would be useless to cancel what they considered inoperative, but they made a judicial declaration that the insertion of the condition was *ultra vires*. The result, which is of interest to the keepers of all public-houses, except large hotels, is in accordance with the view more than once expressed in this journal (16 S. J. 841, 934), and the grounds relied on by the learned judges were, in the main, those referred to by us.

RECENT DISCUSSIONS have brought into prominence the law which regulates the Nisi Prius sittings for Middlesex and London. Strictly these sittings are not sittings at Nisi Prius at all, but trials at bar in a modified form. Previously to the reign of Elizabeth Middlesex cases were always tried before the whole Court and a jury of the county, according to the full form of trial at bar which prevailed in trials of issues of fact for all counties, until the Statute of Westminster the Second (13 Ed. 1 c. 30) established Courts of Nisi Prius throughout the country. By 18 Eliz. c. 12, which recites the inconvenience of constant trials at bar, the chief of each Court, or in his absence two puisne judges, were empowered to try Middlesex cases during term or four days after. The Statute 12 Geo. 1, c. 31, extended this power to the chief justice or one puisne judge, and eight days after term, which period was by 24 Geo. 2, c. 18, s. 5, further extended to fourteen days. The last-mentioned Act was repealed by the Statute Law Revision Act, 1867, and the sittings for Middlesex are, as we shall presently see, in strict theory limited to the balance of twenty-four days after deducting the time reserved for the London sittings. Practically, the former limit of fourteen days is still maintained as a fair share of the twenty-four. The place of trial which was all this time confined to Westminster Hall, was by 1 Geo. 4, c. 21, allowed to be anywhere in the city of Westminster, under which statute the Tichborne case was partly tried at the Sessions House. There is therefore now but little difference between trials for Middlesex and for other counties, except that Middlesex cases must be heard in Westminster, and not elsewhere in the county. The sittings at Guildhall for London cases take place by immemorial custom, founded on the right of the citizens under their charters, and particularly the charter of Henry I., "not to be compelled to plead without the walls for any plea." By what proeess trial at bar for London cases came to be superseded by a trial before a single judge does not appear, but in modern times the sittings for London are placed very much on the same footing as the sittings for Middlesex. In both cases the Court of King's Bench was in the first instance empowered by 1 Geo. 4, c. 55, to hold two Courts, and now by a recent Act (33 Vict. c. 6) all the Courts have the power to hold as many Courts as may be necessary. The duration of the sittings in London was originally unlimited, but the Act 11 Geo. 4 and 1 Will. 4 provides that "not more than twenty-four days after Hilary, Trinity and Michaelmas Terms, nor more than six days after Easter Term, shall be appropriated to sittings in London and Middlesex, provided that a day or days may be specially appointed at any time not within such twenty-four days for the trial of any cause at Nisi Prius with the consent of the parties thereto." Civil causes, therefore, both under this Act and the Common Law Procedure Act, 1854, may by the special appointment of the Court be tried regardless of limits, but the Act does not apply to criminal causes on account of the legal maxim that a prisoner cannot consent to anything, so that to try *Reg* v. *Castro* untrammelled as to time, a return has to be made to trial at bar, the practice in force before the Statute of Elizabeth. As to the existing block of causes at Nisi Prius, the Courts have now full power to employ the whole judicial staff to dispose of the business before them. By 33 Vict. c. 6, the Chief of every of the Courts may require the assistance "in the despatch of business pending in his Court" of a puisne judge of either of the others, one of whom must thereupon be appointed to attend, unless the business of his own Court peremptorily requires all the puisne judges, and any number of judges may now by the same Act sit at the same time in separate Courts.

THE QUESTION how far non-performance of a contract on one side discharges the other party from his obligation to continue performance, has been always one of the most difficult and controverted questions in law. In commenting on the case of *Bradford* v. *Williams* (20 W. R. 782, L. R. 7 Ex. 259) we noticed the difference between the views entertained by the Courts of Queen's Bench and Exchequer, and especially referred to *Hoare* v. *Rennie* (5 H. & N. 19, 8 W. R. 80) and *Jonassohn* v. *Young* (4 B. & S. 296, 11 W. R. 962) as being really, though not avowedly in conflict (16 S. J. 731). In *Bradford* v. *Williams* the Court of Exchequer followed its own deci-

sion in *Hoare* v. *Rennie*; the Queen's Bench has now in *Simpson* v. *Crippin* (21 W. R. 141) followed its own decision in *Jonassohn* v. *Young*, and in doing so has expressly declined to follow *Hoare* v. *Rennie*. The substance of this case was that the defendants had agreed to supply the plaintiffs for twelve months with coal, to be accepted at the rate of not less than 500 tons a month; during the first month of the contract the plaintiffs accepted only 158 tons, upon which the defendants threw up the contract. They were now sued for non-delivery, and the Court held that they had no defence. *Bradford* v. *Williams* might perhaps have been distinguished, but the Court found themselves compelled to choose between *Hoare* v. *Rennie* and *Jonassohn* v. *Young*; in all three cases the default of the one party upon which the other party claimed to be released from the contract was a default by non-performance of one of a series of acts. This default, assuming it to be of a substantial kind, the Court of Exchequer holds to discharge the other side; the Court of Queen's Bench holds that it does not. The case of *Simpson* v. *Crippin* will no doubt be carried to the Exchequer Chamber, where we may expect some authoritative decision to be arrived at. Meanwhile we will only observe that it is impossible for the first defaulting party to prove general readiness and willingness; if therefore it is necessary for him to prove this, and if it is not sufficient to prove a readiness and willingness limited to his part in the particular act in question, he cannot succeed. This then is really the question; where there is a contract for a series, however long, of acts, however important, will the party originally entitled by the contract to call for performance of the last act of the series, be still entitled to call for it, notwithstanding that he has made default in his part of every preceding act, and has made their performance impossible, not however making impossible the performance of that last act which he now claims to have performed. The rule that he may do so is difficult to reconcile with justice. Why should one party not only be at liberty to substitute from time to time a cause of action for a performance on his part, and to make performance by the other party of what follows more difficult and expensive to him (and that too in particulars in respect of which he certainly could not recover any damages), and to derange his trade by making it impossible for him to know with any reasonable certainty what engagements he will be called on to meet, but also be entitled, after having pursued this course as long as it suited him, to change his conduct and require performance of the residue of the contract? It has been often recognised that where a default is of such a nature as to frustrate the purpose of the contract, the party in default cannot insist upon performance; and this question is left to the jury. Ought it not in every case to be a question for the jury, subject as in all other cases to the general control of the Court, whether the default was of such a nature as to make further performance under the altered conditions a practically different thing from that originally contemplated?

THE LAST WEEK has been remarkable for the diligence with which statements have been made with reference to the successor to the vacant judgeship in the Common Pleas. There really appears to be ground for the idea that some of the daily newspapers now regard it as one of their legitimate functions to enlist themselves as partisans of candidates whom they consider eligible for a seat on the judicial bench. It is not always, however, that we are favoured with a theory as to the general principles which ought to govern the selection of judges, and therefore we call attention to an article published in the *Daily News* yesterday, in which it is pointed out that we are undergoing a kind of legal crisis, that law and equity are to be fused, and that mere practitioners cannot work a new system. It is suggested that anyone whom the bar wish to be appointed will be a mere "expert practitioner," whereas what we want is "the finest and best trained intellects."

"A judge of our proposed Supreme Court, a judge before whom questions of any kind may come, involving a knowledge of every nook and corner of our jurisprudence, demanding a comparison and adjustment of rights which have hitherto been administered in different Courts upon different principles, must be a man not only of extensive legal knowledge, but of a high degree of mental grasp and penetration. Such men are not common, nor are they the men who most frequently attain that professional success which is measured by the fee-book. Many a man climbs to eminence by far less noble qualities, by quickness, shrewdness, a good voice, a plausible manner, a skill in discerning the weaknesses of a witness or a jury; and when he has gained an enormous practice, it seems hard to refuse him that seat on the Bench which crowns a professional career. It is against the appointment of such men, however loudly it may be called for by their compeers at the Bar who hope to succeed to their practice, that the advisers of the Crown ought to set themselves, remembering that it is after all not to reward the Bar but to serve the country that judgeships exist."

We cannot, of course, be sure what is aimed at in the mysterious hints of the *Daily News*. But when we see these "finest and best trained intellects" contrasted with those "practitioners" who have so strangely won the confidence of clients and the esteem of their own profession, who know the law they are first to administer, and then it may be to reform and are familiar with every detail of the legal mechanism over the modifications of which they may be called to preside, we cannot help thinking of a class of persons called "jurists," a term which an able writer in the *Pall Mall Gazette* has described as meaning "barristers who cannot get briefs."

WE HAVE BEEN FAVOURED with a printed list of the names of members of the Council of Legal Education for 1873, which we give elsewhere. It will be observed that out of the twenty gentlemen who are responsible for the new scheme of Legal Education, no fewer than eight are members of the Council of the Legal Education Association, and, therefore, it is to be presumed, agree with the resolution passed at the meeting last week, declaring that scheme to be "wholly inadequate to supply an efficient school of law."

THE LAW'S DELAY.

III.

We closed our last notice of this question by drawing attention to the distinction between the *constitution* and the *jurisdiction* of the Superior Courts of Common Law and Equity, and expressing an opinion that the maintenance of the existing differences in these respects was in the one case desirable, in the other not so; in other words, we considered a "fusion" of the functions of these Courts undesirable, though fully convinced that the present limitations of jurisdiction are in the highest degree objectionable.

The reason for this distinction will be apparent upon a very slight examination. Litigation, as the term is applied to proceedings in our Courts, may be divided into three species: (1) Litigation proper, or the discussion and determination of some matter or matters in difference between two or more parties; (2) Remedial interference, or the preservation of property, whether the subject-matter of litigation (in the former sense) or not, pending some proceeding, or during some interval during which it is exposed to danger; and (3) Administration, or the management and distribution of property, according to the acknowledged rights of the parties. The same "cause" may, and often does, involve litigation of more than one kind, and it may be, and often is, extremely difficult to predict which kind it is which will be ultimately characteristic of the cause; but every cause can, we think, be ranged under one or other of these categories, though it may be that some of the necessary proceedings would have been more fitly classed in one of the others. For instance, a suit to administer

the trusts of a will, whereby property is left subject to payment of debts, &c., to an infant, or in strict settlement, is obviously a cause of the third class; yet if the construction of the will be disputed, or the existence of any debt, or the validity of any legacy be denied, the solution of these questions will involve litigation of the first kind, whilst if a portion of the estate consists of outstanding *choses in action*, or of a share in a partnership, or of property itself the subject of independent litigation, a case for interposition of the second kind will clearly arise. But each of these classes of litigation requires a special organisation, and to a certain extent a distinct procedure, and it is, we think, of considerable importance to keep them as far as possible distinct, so as to apply to each that machinery which is fitted for it, rather than by endeavouring to contrive some single arrangement applicable to all, to impair or endanger its efficiency in every case. Again, litigation of the first kind is itself divisible into two widely different sub-divisions:—(1) Where the matter in difference is some single question of law or fact, or a series of distinct questions of one kind or the other, or partly of one kind and partly of the other, raised between two distinct *parties* (not necessarily but two *persons*), the decision of which, together or separately, entirely concludes the litigation; and (2) where the questions are complicated, either by reason of the multiplicity of parties having mutually conflicting interests, or because the issues are not capable of being stated independently, or because they, or some of them, cannot be distinctly divided into issues of law and issues of fact; or, finally, because the determination of the issues raised will not conclude the cause, but merely lay the foundation for further judicial action, whether of the same kind or of one of the other kinds above mentioned.

These two kinds of litigation seem to us to require essentially different methods of proceeding; for the former, what is necessary is "to raise the issues," for the latter, "to state the case;" for that proceeding the system of pleading which now prevails at Common Law (somewhat simplified, perhaps, in detail) is peculiarly well adapted, to this one it is singularly inapplicable; and it is not, we think, capable of being adapted to the second object without in a great degree losing its excellence as regards the first. On the other hand, the system of bill and answer, as it has prevailed in the Court of Chancery since the simplification of pleadings effected by the Act of 1852, seems exactly to supply that which is wanting for this purpose, while it is clearly unfitted for raising the issues between two parties, and presenting them in a neat form; in fact, the very object of the proceedings is to show "the whole case" as *one* case, and any attempt to separate the issues is in all ordinary cases greatly to be deprecated. The Judicature Commissioners seem to have felt themselves pressed by these considerations, but to have thought (and probably with reason) that uniformity of procedure was a necessary consequence of the consolidation of courts which they recommended; and they therefore proposed the adoption of an intermediate form of pleading, somewhat analogous to that which now obtains in the Court of Admiralty, which would, indeed, be very conveniently employed in a large class of cases, when the cause of action is not capable of being stated with the precision requisite for Common Law pleading, and yet there is no great complication of fact,* but which would, in the vast majority of instances, prove less fitted for the desired purpose than the plan which it would have superseded.

But if it be desirable to maintain two distinct systems of pleading, and at least two separate classes of organisation, for the purpose of properly adapting our judicial machinery to the work which it has to do, it would follow, on the most elementary principles, that we ought, as far as possible, to take care that these separate functions are duly *distributed*. At present (and in this point we fully agree with Mr. Harcourt) we exact from every judge, nay, every officer of any of the Superior Courts of Common Law or Equity, a multiplicity of services of very distinct and often conflicting natures. The difference between us and Mr. Harcourt is, that he proposes to increase this evil, upon the analogy (*absit omen*) of the recent legislation in the matter of the County Courts; while we propose to reduce it to a minimum, by providing a machinery which will enable us, if so minded, to specialise the functions of our judges and other officials to a much greater extent than at present exists.

But in order that any such system should be acceptable, or even endurable, it must not tend to perpetuate the existing anomaly, by which a plaintiff may be told "You have a perfectly good case on the merits if we could only get at them, and if you had taken your proceedings in a different Court, you would certainly have succeeded, but as you have come to us we are bound to refuse to entertain your case, and now condemn you to pay all costs of the proceedings, without prejudice to your commencing *de novo* in some other Court;" or it may be said to a defendant, "If you had chosen to commence litigation on your own account elsewhere, you would have stopped these proceedings, and saved yourself from this unjust claim, but as you have preferred to fight out the case here, we have nothing for it but to give judgment against you." The Judicature Commissioners, in their first report, refer to this evil, and propose to remedy it by combining all the courts into one court of universal jurisdiction; but, when it was attempted to give practical effect to this recommendation, it was immediately apparent that the scheme proposed effected merely a verbal alteration in the style of the courts, except, indeed, so far as the whole system of common law jurisprudence would have been altered or affected by the provisions of "Lord Westbury's clause." The idea, however, suggested by the Commissioners, appears to us capable of being efficiently carried out in principle, if only divested of the somewhat ambitious drapery in which it was enveloped in the "High Court of Justice Bill."

There are four distinct cases in which there may now be a failure of justice by reason only that proceedings have been commenced in one of the Superior Courts rather than another. (1.) The defendant may object to have his case tried in Equity, on the ground that the plaintiff's demand is legal only. (2.) Either party's case may fail at Law by reason that it is cognizable in Equity only. (3.) The Court at the hearing may itself take the objection that it has no jurisdiction to determine the question; or (4) if there be concurrent jurisdiction, the Court may refuse to exercise it, on the ground that the other is the more convenient tribunal for the trial of the particular case. The 2nd and 3rd cases require for this remedy no change of machinery or constitution in any of the Courts: so far as they are concerned, it would be sufficient to enact that every Superior Court should have jurisdiction to afford every remedy in every case brought before it which might have been obtained from any other Superior Court, and should take cognizance of every defence which could under the circumstances be made available in any other Superior Court. This would effectually cure all *defect* of jurisdiction, and enable every Court to do complete justice in every proper case. There remains, however, the consideration of the 1st and 4th classes of cases above mentioned—cases which may be fairly described as "improper"—*i.e.*, where the plaintiff has commenced his proceedings before the Court not most fitted for the determination of the questions, and objection is taken thereto either (1) by the defendant, or (2) by the Court itself. Objections of this nature by the defendant ought of course to be taken at the earliest possible moment, and are now commonly taken by the pleadings, but it sometimes happens that

* In these cases it is at present necessary to present the same facts in different lights by the machinery of a multiplication of counts (or pleas), which is a very cumbrous way of getting at the desired result.

these are so framed as not to disclose the defect until they have proceeded too far for the objection to be taken formally. The fault must, however, always appear, at latest, upon the pleadings as concluded, and therefore a defendant who objects to the forum in which the cause is pending, ought to be bound to do so, at latest, as soon as the cause is at issue. If the objection were then taken successfully there would be no difficulty in putting the matter in train for decision before the proper tribunal, and no hardship in compelling the plaintiff, who has made a mistake, to pay the *extra* costs occasioned by such mistake, but the hardship of the present system is that the question whether the plaintiff has or has not made such mistake cannot ordinarily be decided till the whole cause comes on for hearing, and that the penalty of error is not the payment of certain *extra* costs and the continuance of his suit before the proper tribunal, but utter failure, with the privilege of commencing, if he pleases, anew, perhaps to meet with a similar fate in the fresh proceeding.* We propose, therefore, that at any time, before issue joined, or within a limited time—say a week—after final joinder of issue, the defendant may apply at chambers for an order transferring the cause from equity to common law, or *vice versâ*, and that the order to be made on the summons (which may, if necessary, be adjourned into Court, or made the subject of appeal in the usual way) should be conclusive as to the proper tribunal for disposing of the question, *so far as the parties are concerned*. If the defendant succeeds, the cause will thereupon be transferred bodily into the other Court, and will proceed as if originally instituted there, any difficulties arising out of the form of the pleadings being met by such order as to repleader or otherwise as the parties may be able to obtain from the substituted Court in chambers. If the defendant omits to make such application within the prescribed time, and suffers the cause to come on for hearing in the Court in which it was commenced, he should be absolutely debarred from taking advantage of any objection of the nature we are considering.

It may, however, sometimes happen that the Court before which the cause comes on considers that, for some reason or other, the matter then at issue could be more conveniently decided by a different Court; and in that case it ought to be open to the Court, at any stage of the cause, to direct that that or any subsequent hearing of the cause or the trial of any issue or issues of law or fact should take place before any other Court, and either to direct such other hearing or trial to be substituted for that then in progress before itself, or to order such last mentioned proceeding to stand over until after the result of the directed proceeding should have been ascertained.

The practical effect of this suggestion and the details of its working, in conjunction either with the existing practice of the Courts or such amended practice as we have suggested in our former articles on this question, must form the subject of a future notice.

The *Times* announces that efforts are being made to obtain a repeal of the 40th section of the Mutiny Act, by which any soldier or marine is exempted from legal process for any original debt not amounting to £20, for not supporting or maintaining his wife and family, or for leaving any relation chargeable to any parish.

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* We know of one instance where this actually happened. A., a bare trustee for unborn children, having no present estate in the land, being a builder by trade, entered into receipt of the rents by arrangement with the tenant for life, and employed a portion of them in repairing the property, handing over the rest to the tenant for life. On A.'s death it appeared that the rents retained had not fully paid for the repairs. A bill by A.'s representatives for administration of the trusts was dismissed with costs, on the ground that the claim was a purely legal one, for the balance of a builder's account. They afterwards brought an action, which failed, on the ground that A. had been acting as owner of the reversion, and had no claim against the tenant for life ultra the rents he had been permitted to retain.

THE INTENTION TO CREATE A TRUST.

A remarkable illustration of the changes which from time to time occur in the currents of judicial opinion, is furnished by a class of cases relating to the creation of trusts. Words are sometimes appended to gifts of property, which, while they do not unequivocally manifest an intention to impose an obligation, are yet susceptible of that interpretation. When a testator, for instance, bequeathes a legacy to A., the better to enable him to provide for his children, or for bringing up his children, or for the benefit of himself and his children, is he to be understood as creating a trust which the children can enforce, or as merely expressing the motive which actuates the gift? While the disposition of the Courts was formerly to fix a trust upon the slightest intimation of a wish, their endeavour is now to construe doubtful words as conferring the absolute ownership. Lord Justice James recently remarked that "in hearing case after case cited, he could not help feeling that the officious kindness of the Court of Chancery, in interposing trusts where, in many cases, the father of the family never meant to create trusts, must have been a very cruel kindness indeed" (*Lambe* v. *Eames*, 19 W. R. 659, L. R. 6 Ch. 599). A curious commentary on these words is supplied by the fact that this frequent contravention of intention has arisen from the professed desire of the Court to ascertain and effectuate the intention of the donor. It is not easy, perhaps, to reconcile all the cases; but as Vice-Chancellor Wigram has said (2 Hare 611), the discrepancy which exists in some of them is attributable rather to difference of opinion as to the manner of applying an admitted principle than to any doubt as to the principle which ought to be applied. The leading canon of construction is the intention of the donor, and the most obvious method of ascertaining this intention is to consider and compare the language and provisions of the instrument by which the gift is made. Accordingly, it is has long been established that the whole instrument must be looked at, in order to enable the Court to form an opinion as to the donor's meaning. (See *Hamley* v. *Gilbert*, Jac. 354; *Wetherell* v. *Wilson*, 1 Keen. 80, 86; *Crockett* v. *Crockett*, 2 Phil. at p. 556: *Leach* v. *Leach*, 13 Sim. 304; *Lambe* v. *Eames*, L. R. 10 Eq., at p. 271). Without attempting to reduce to definite classification all the various circumstances which have been held to indicate an intention that a trust should or should not be created, we may give, as instances of the application of this rule, a few of the cases in which the meaning of the donor has been collected from a comparison or consideration of the different provisions of the instrument of gift.

(1.) A gift of a specific fund to a wife "for her own use and disposal," furnishes evidence of intention that a subsequent gift of another fund to the wife, in the same instrument, "for the benefit of her and her children," should raise a trust in favour of the children (*Jubber* v. *Jubber*, 9 Sim. 503, 507; *Longmore* v. *Elcum*, 2 Y. & C. C. C. 363. But see *Hadow* v. *Hadow*, 9 Sim. 438).

(2.) A direction that if the parent shall not be living, the trustee shall apply the proceeds of the trust property in the same manner as the parent is directed to apply them, has been said to put an interpretation in favour of a trust, upon a gift to a parent to enable him to maintain and educate his children (*Leach* v. *Leach*, 13 Sim. 304, 308; see *Wetherell* v. *Wilson*, 1 Keen, 80).

(3.) The fact that the donor has given the property to trustees upon trust to pay the income to the father, to be applied by him for the maintenance of his children, has been thought to indicate an intention that the father should not be a sub-trustee (*Byne* v. *Blackburn* (6 W. R. 861, 26 Beav., at p. 44; *Hammond* v. *Neame*, 1 Swanst., at pp. 37, 38). This point appears to have been urged in the argument in *Leach* v. *Leach* (13 Sim., at p. 306), but is not alluded to in the judgment.

In other cases the intention of the donor has been collected from particular expressions used in the instrument of gift. Thus, a legacy to a wife *for*

her own use and benefit, and to enable her to bring up, maintain, and educate the testator's children, will, apparently, confer an absolute interest upon her (*Jones* v. *Greatwood*, 16 Beav. 527). In a recent case it was said that the position of the donor at the time the instrument of gift was made may be taken into consideration as a means of ascertaining what were his intentions (see the judgment of Mellish, L.J., in *Lambe* v. *Eames*, 19 W. R., at p. 660, L. R. 6 Ch., at p. 601), and it appears that the position of the donee must also be borne in mind, since "a gift in aid of the performance of a duty which the donee is already legally liable to perform, implies an intention to confer a beneficial interest on the person to whom the gift is made" (*Byne* v. *Blackburn*, 26 Beav., at p. 44, 6 W. R. 861).

Where, by these means, an indication can be obtained of the intention of the donor that a trust shall or shall not be created, such intention will prevail. Where, however, no such indication can be discovered, recourse must be had to other rules of construction, which may be briefly stated as follows:—

(1.) A gift to a person to accomplish an object—increasing his funds in order that he may be the better able to accomplish it—is construed as an absolute gift to the individual, with the motive only pointed out (*Thorp* v. *Owen* (2 Hare, at p. 611; *Benson* v. *Whittam*, 5 Sim., at p. 32). Hence a legacy to A., the better to enable him to pay his debts, expresses the reason for the testator's bounty, but does not create a trust which creditors can enforce (2 Hare, 611). A legacy to A., the better to enable him to maintain or educate and provide for his family, as Vice-Chancellor Wigram has said, must, in the abstract, be subject to a like construction (2 Hare, 611); yet the cases usually cited in support of this proposition, contain indications of intention apparently strong enough, independently of the rule, to account for the conclusion arrived at by the Court. Thus, in *Brown* v. *Casamajor* (4 Ves. 498), where a father was held entitled to receive for his own use the income of a legacy given "the better to enable him to provide for his younger children," there were expressions in the codicil and paper enclosed in the will, indicating that the testator intended the legacy for the benefit of the parents. In *Benson* v. *Whittam* (5 Sim. 22), where it was held that a gift to A., "to enable him to assist such of the children of F. as he might find deserving of encouragement," did not create any trust for the children, the words above quoted were placed between brackets, and a subsequent provision contained in the will was admitted to have "fortified" the construction adopted by the Court. Lastly, in *Thorp* v. *Owen* (2 Hare, 607), the gift to the wife was expressed to be "for her own use and benefit."

(2.) A somewhat different construction has been placed on a gift to a parent for the maintenance or education of his children. At one time, indeed, it was thought that a bequest to a father in these terms amounted to a legacy for his absolute use (*Bushnell* v. *Parsons*, Prec. Ch. at p. 219; *Andrews* v. *Partington*, 2 Cox, 224); but later decisions have modified the rule, and it may now be stated as follows:—The parent is bound to apply a competent part of the gift for the object specified; but so long as he properly maintains his children, they are not entitled to call upon him for an account (*Leach* v. *Leach*, 13 Sim. at p. 308; *Hart* v. *Tribe*, 18 Beav. 216, as to the legacy of £100; see also *Conolly* v. *Farrell*, 8 Beav. 347). This construction is applied even in cases where the interest of children's shares in a fund vested in trustees, is directed to be paid to the parent, and applied by him for the maintenance or education of the children (*Berkeley* v. *Swinburne*, 6 Sim. 613; *Hadow* v. *Hadow*, 9 Sim. 438; *Browne* v. *Paull*, 1 Sim. N. S. 92). The rule applies to a gift to a mother for the maintainance of *herself and her children*. Thus, under a bequest in these terms in *Bowden* v. *Laing*, 14 Sim. 113; *Cowman* v. *Harrison*, 10 Hare, 234; and *Scott* v. *Key*, 13 W. R. 1030, 35 Beav. 291, the mother was held entitled to the income of the property, subject to the obligation to maintain the children. In all the cases to which this construction is applied, the parent is a trustee for the children (see *Woods* v. *Woods*, 1 My. & Cr. 401, 408); but the trust extends only so far as is required for their maintenance and support, and is not enforceable so long as they are properly maintained (*Scott* v. *Key*, 13 W. R. 1030, 35 Beav. at p. 294). Moreover, the obligation of the parent to maintain the children lasts only so long as they form part of the family; hence when a daughter, by her marriage, becomes "foris-familiated," she ceases to have any claim for maintenance (*Bowden* v. *Laing*, 14 Sim. at p. 115; *Camden* v. *Benson*, cited 8 Beav. 350; *Carr* v. *Living*, 28 Beav. at p. 647).

(3.) The construction of a gift to a mother, to be at her disposal for herself and her children, has given rise to considerable discussion. As we incidentally referred to this subject in a previous volume (16 S. J. 196), it will not be necessary now to go through the cases with minuteness. It has been repeatedly decided that under a bequest in these or similar terms, the mother does not take the absolute interest (*Raikes* v. *Ward*, 1 Hare 445; *Crockett* v. *Crockett*, 1 Hare 451, 2 Phil. 553; *Godfrey* v. *Godfrey*, 11 W. R. 554); but there has been no little divergence of opinion as to the nature and extent of the trust created in favour of the children. There are two modes of construing the gift, either of which is consistent with the language. It may be held to create a joint tenancy between the parent and children, or it may be considered as giving the parent a personal interest in the property, with a discretionary power to apply it for the benefit of the children. The latter construction was adopted in the case of *Crockett* v. *Crockett* (2 Phil. 553), in which a testator directed that his property should be at the disposal of his wife for herself and children, and Lord Cottenham held, reversing the decision of Vice-Chancellor Wigram, that the widow had a personal interest in the fund, and that, as between herself and her children, she was either a trustee, with a large discretion as to the application of the fund, or she had a power in favour of the children, subject to a life estate in herself. Following this authority, the Master of the Rolls held, in *Hart* v. *Tribe* (18 Beav. 215), that a bequest to the wife of the testator "to be used for her own and the children's benefit, as she shall in her judgment and conscience think fit," was a gift to the wife for life to be employed by her in such manner as she should think fit for the benefit of herself and her children, she fairly and honestly exercising that discretion, and that subject to that the children took an interest in the capital. Up to a recent period, the balance of authority was certainly in favour of construing a discretionary gift resembling that in *Raikes* v. *Ward*, as constituting a trust for the benefit of the children.

This construction, however, was repudiated in *Lambe* v. *Eames* (19 W. R. 659, L. R. 6 Ch. 597, on appeal from the decision of Vice-Chancellor Malins, 18 W. R. 972, L. R. 10 Eq. 267). In that case, property was devised to the testator's widow, "to be at her disposal in any way she may think best for the benefit of herself and family." The Vice-Chancellor held that the mother took an absolute interest in the property, and, on appeal, his decision was affirmed by the Lords Justices, who expressed their disapproval of the practice of construing gifts similar to that in the case before them, as meaning a trust for the widow for life, and after her death for the children as she should appoint. Lord Justice James declared that "it was impossible to say there was a trust," although he admitted that there "might be some obligation on the widow to do something for the benefit of the children." The judgment, as given in the Law Reports, does not contain an observation—explanatory of the nature of this "obligation,"—which may be found in the report of the case in the *Weekly Reporter*. "Even if there was in this case such an obligation," said Lord Justice James, "it was impossible to extend it to more than providing maintenance for the children." A

similar construction was adopted by Vice-Chancellor Bacon, in the case of *Mackett* v. *Mackett* (20 W. R. 860; L. R. 14 Eq. 49). The interest taken by the children under gifts of the class now under consideration, has, apparently, been reduced to the lowest point compatible with the existence in them of any interest at all, and it may be hoped that sooner or later the conclusion desired by Lord Justice Mellish (19 W. R. 660) may be arrived at, and that the words appended to such gifts may hereafter be regarded as merely expressive of the motive of the donor and not as imposing any obligation on the donee.

RECENT DECISIONS.

EQUITY.

BANKRUPT HOLDING SHARES AS TRUSTEE FOR A COMPANY NOT EMPOWERED TO HOLD SHARES.

Great Eastern Railway Company v. *Turner*, L.C., 21, W. R. 163.

In the above case monies belonging to an incorporated company not having power to hold shares in other companies were invested by the directors in the purchase of shares in another company. The shares (which were subsequently turned into stock), were held in the name of the chairman; and on his bankruptcy his assignees set up a claim to the stock. The Master of the Rolls allowed this claim (20 W. R. 736) on the ground that stock, which the company could not legally acquire or hold, could not be of that description of trust property which upon bankruptcy does not pass to the assignee, and that, in effect, the investment in the name of the chairman, being an attempt to get over the company's legal incapacity to hold shares, brought the case within the principle of *Ex parte Burbridge*, 1 Deac. 131, that there must be nothing dishonest or fraudulent in the nature of the trust, and that, although it was unnecessary to resort to the order and disposition clause, yet that clause did apply. The Lord Chancellor, however, on appeal, took a different view of the matter, and held that the act of the directors, being *ultra vires*, was their own act and not that of the company, and that the company's assent could not be implied thereto; that the monies invested by the directors were held by them as trustees for the company; that the proceeding therefore took the form of an unauthorised investment by trustees of trust-monies, and that it made no difference whether the *cestui que trust* was an individual or a company. Our readers will see that this view was sufficient to warrant the reversal of the order of the Master of the Rolls, but we may add that the Lord Chancellor further pointed out that as regards reputed ownership, "the consent of the true owner,"—*i.e.*, of the company—was wanting, and that the absence of all action or consent on the part of the company prevented the case from assuming the form of *Ex parte Burbridge*, and the other cases of the like nature.

COLLIERY TRESPASS—MODE OF ACCOUNT.

The United Merthyr Collieries Company (Limited); Ex parte The Powell Daffryn Steam Coal Company, V. C. B., 21 W. R. 117.

In commenting (15 S. J. 382) on the cases of *Lynvi Company* v. *Brogden* (19 W. R. 196) and *Jegon* v. *Vivian* (*Ib.* 365) we explained that when coal has been wrongfully taken, and the wrong-doer is decreed to account to the owner for the value of the coal taken, the mode of taking the account against the wrong-doer depends upon whether he has acted fraudulently, or merely inadvertently or under a *bonâ fide* belief of title. In the former case he will be allowed only the expense of bringing the coal to bank. Where there has been no fraud a milder rule is adopted, and the expense of winning the coal, as well as that of bringing it to bank, is deducted. In the recent case, it was held, that the "just allowances" directed to be made (*Powell* v. *Aiken*, 4 K. &J. 343, 359) under the circumstances last mentioned, include all actual disbursements made by the wrongdoer in respect of the coal he has wrongfully worked. There are some points arising in the cases on this subject to which we propose hereafter to devote an article.

COMMON LAW.

PRACTICE—BOND.

Preston v. *Dania*, Ex., 21 W. R. 128.

We notice this decision as settling a point of practice which ought not to have been doubtful—namely, that when a bond is sued upon, which secures payment of money by instalments, money cannot be paid into court under 23 & 24 Vict. c. 126, s. 25. The case was already much better provided for by 8 & 9 Will. 3, c. 11, s. 8, which allows the defendant to discharge himself from present liability by paying money into court, but gives the plaintiff the right to hold the judgment as a security for the future instalments. It was pointed out, however, that if the last instalment were sued for, it might then be truly said that the bond was one having "a condition to make void the same upon payment of a lesser sum upon a day certain," and the case would very probably be one within the statute of Anne, and the Common Law Procedure Act, 1860.

DISTANCE—HOW MEASURED.

Mouflet v. *Cole*, Ex. Ch., 21 W. R. 175.

For convenience of reference we notice in its place the decision of the Exchequer Chamber, affirming that of the Exchequer. It is unnecessary to do more here than refer to our comment on the case below (16 S. J. 398), and to the notice of the case on appeal (*ante* p. 102).

LANDLORD AND TENANT—COVENANT TO REPAIR.

Mills v. *East London Union*, C.P., 21 W. R. 142.

This case adopts and confirms the rule laid down in *Smith* v. *Peat*, 9 Ex. 161, and approved in Ireland in the case of *Bell* v. *Hayden*, 9 Ir. C. L. R. 301, that the measure of damages in an action against a tenant for breach of his covenant to repair, brought during the continuance of the term, is the diminution in the value of the reversion. The point being one on which there has been a good deal of vacillation of opinion, any authority establishing more firmly the recently adopted rule is worthy of notice. It may be truly said that, whatever difficulties there may be in applying this or any other of the rules suggested, this is the only logical rule.

The other (and principal) point argued and decided in the case, viz., that a tenant is not discharged from liability to his landlord for past breaches by reason of the property being compulsorily taken by a company, scarcely needs statement. It would be strange if, because he has had to sell his reversion, the landlord was not able to recover damages for that which, on the hypothesis, must actually have diminished the sum obtained for it.

MR. EDWIN JAMES.—The judges have appointed Thursday, February 20, at half-past 10 o'clock, at Serjeants'-inn, Chancery-lane, to hear the appeal of Mr. Edwin James against the Benchers' decision.

AGE OF JUDGES.—The oldest judge in England is the Right Hon. Sir Fitzroy Kelly, Lord Chief Baron of the Court of Exchequer, aged 76; the youngest, the Right Hon. Sir James Hannen, Court of Probate and Divorce, aged 52. The oldest Judge in Ireland is the Right Hon. David R. Pigot, Chief Baron of the Court of Exchequer, aged 72; the youngest, the Right Hon. Michael Morris, Common Pleas, aged 45. The oldest Scotch lord of session is Hercules J. Robertson, Lord Benholme, aged 76; the youngest, Lord Gifford, aged 52. The oldest recorder in England is Thomas Batty Addison, Recorder of Preston, aged 85; the youngest, George E. Dering, Recorder of Faversham, aged 31.—*Who's Who* in 1873.

REVIEWS.

A Treatise on the Law of Municipal Corporations. By JOHN F. DILLON, LLD., Circuit Judge of the United States for the Eighth Judicial Circuit, Professor of Law in the University of Iowa, and late one of the Justices of the Supreme Court of Iowa. Chicago: James Cockcroft & Co., 1872.

It is difficult for English lawyers to understand the importance attaching in the United States to the branch of law which forms the subject of this book. As Mr. Dillon remarks, the prevalence of municipal institutions is one of the most striking features of the government of his country. Almost every town of any size is incorporated, and powers are committed to municipalities, of which we in England have little idea. Thus, it appears that municipal corporations are frequently authorised by the Legislature to aid in the construction of railways by subscribing to their stock; the money required for this purpose being obtained by taxing the inhabitants, or the property within their limits. We are not surprised to learn from Mr. Dillon that fraud usually accompanies the exercise of this extraordinary power, and that extravagant indebtedness is the result. So, also, before the case of *Hodges* v. *Buffalo* (2 Denio, 110), it was not unusual for city authorities to vote largesses, and give splendid banquets, "for objects having no possible connection with the growth or weal of the body politic, thus subjecting their constituents to unnecessary and oppressive taxation." It is now held, however, that in the absence of express power, a public corporation cannot make a contract even for the purpose of celebrating the important festival of the 4th of July. Another power frequently conferred upon municipal corporations in the United States is the authority to exercise the right of eminent domain, or in other words, to take for certain municipal or public purposes the property of private persons, making compensation to them.

Many other illustrations might be cited to show the points of difference between the law of municipal corporations as it exists in the United States and in England. Yet a considerable part of Mr. Dillon's book may be read with interest and profit by the English lawyer. We cannot say, indeed, that the "introductory historical view" is satisfactory. The subject is far too extensive to be compressed into a single chapter, and the *Morning Chronicle*, Mr. Roebuck and Mr. Isaac Butt, writing in the "Galaxy Magazine," are not quite the kind of authorities one would expect to find quoted in the introduction to a law book. But the comparisons instituted between the English and American systems are very valuable, and the part of the book which relates to the law governing municipal securities has an interest for a wider class than the lawyers, since we believe no small amount of foreign capital is invested on the bonds of American cities. The book is not a mere shapeless mass of head-notes strung together, but a carefully written summary of the result of the cases referred to in the notes. The number and range of these authorities bear strong testimony to the care and industry of the author.

American Railways as Investments. By ROBERT GIFFEN. London, 1872. *Cracroft's Investment Tracts*, No. 1.

Mr. Giffen's object is to explain to the European capitalist the nature of the security afforded by the American Railway Mortgage Bonds. There can be no question that the general run of investors possess little or no trustworthy information on this subject; ignorance begets suspicion, and the result is, as Mr. Giffen remarks, that "while American Government securities are popular in Europe and there is a continual export from America of other American stocks, yet there is no extensive competition for American securities of the kind described—nothing like the competition, for instance, which has forced up the four per cent. debenture stocks of the leading English railways to three and four premium." Mr. Giffen sets himself to remove this ignorance, and he certainly adduces some rather striking figures. Taking "Poor's Railway Manual" as his authority, he states that although the capital represented in English and American Railways is nearly the same—£530,000,000 English, against £519,000,000 American—the Americans have made with that capital 48,000 miles, while we have only made 15,500, and they contrive to do 50 per cent. more business—the American gross earnings being £76,591,000 against our £45,078,000. The net annual dividend on the American capital is about £5 2s. 11d. per cent.; the corresponding dividend on the English capital is £4 8s. 2d. per cent. Mr. Giffen afterwards treats of the conditions and distribution of profit and the land grants, and his last chapter is upon the legal position of American railways. In this chapter, after referring to the Erie scandal—as to which he points out that, perhaps owing to the facilities afforded by the American law for foreclosing railway mortgages, the debenture interest on the Erie line was paid all through the former management—he makes some suggestions for the benefit of the English investor "The laws of each state usually permit the utmost freedom in establishing corporations, but, as a railway is real property, the foreigner must see that he is not under some disability to own it because of his being an alien, and he must also inquire carefully into his liability as member of a corporation which may *not* be identical in its constitution with an English company under limited liability. Ohio, for instance, makes special provision for enforcing the liability of the partners in a railway for double the amount of their stock. This is a serious liability, and makes it additionally hazardous for foreigners to embark in railway speculation."

Chronological Table and Index of the Statutes. Second edition. To the end of the session of 1872. By authority. London: Eyre & Spottiswoode. 1873.

The second edition of this most useful work, for the idea of which the public are indebted to a suggestion made by Lord Cairns to Lord Chelmsford when Lord Chancellor, incorporates all the statutes passed in the interval which has elapsed since the publication of the first edition in January, 1870, and contains many corrections and additions. It is scarcely possible to exaggerate the value of the book as now altered and revised to the practitioner, and, above all, to the legal writer. The Chronological Table, which fills the greater part of the work, contains three columns, which are headed respectively (1) year, statute, and chapter, (2) subject matter, and (3) how repealed or otherwise determined, wholly or in part; thus enabling anyone to see at a glance the general subject of any particular statute, and whether it is still in force. An elaborate index enables the reader to refer at once to all the statutes in force relating to any particular subject. We have tested this index on several matters with most satisfactory results. There are also indexes to statutes relating exclusively to Scotland; to statutes relating exclusively to Ireland; and to statutes relating exclusively to the Colonies. In an appendix there is a list of popular names of Acts of Parliament, and many other useful lists of Acts relating to special subjects. There is much food for reflection suggested by a glance at the chronological table. It appears that out of the Acts passed in the last session but one, no fewer than five have already been repealed, either wholly or in part.

Albert Arbitration. Lord Cairns' Decisions. Reported by FRANCIS S. REILLY, M.A., of Lincoln's Inn, Barrister-at-law. Part II. London: Stevens & Haynes. 1873.

The second part of these reports contains twenty-four cases, most of which were reported in the *Solicitors' Journal* at the time when they were decided. Mr. Reilly seems to have done his work very well, and we must repeat the commendation which in our notice of Part I. we bestowed on the head-notes. They are usually very terse and careful. The type and general appearance of the book are attractive. Mr. Reilly again acknowledges the assistance rendered by the gentleman who furnished the *Solicitors' Journal* reports.

CHANCERY FUNDS ACT, 1872.—The accompanying return shows the total number of cheques delivered to the suitors on each day, and the amount of them paid in cash:—7th January, 1873, 138 in number, amounting to £2,417 14s. 11d.; 8th, 153, £3,323 2s. 6d.; 9th, 143, £2,876 16s. 10d.; 10th, 180, £3,236 1s. 2d. It was at first intended to limit the amount of each of the cheques to be paid in Chancery-lane to £25; but this limit was relaxed soon after the opening of the office on the first day, and has not been continued.

COURTS.

THE EUROPEAN ASSURANCE SOCIETY ARBITRATION.*

(Before Lord WESTBURY.)

Nov. 2.—*Re The European Assurance Society. Sullivan's case and Smythe's case.*

Life assurance company—Petition to wind up—Order to wind up—Date at which valuation of annuities is to be made—Interest on instalments due between petition and order to wind up.

In the winding up of a life assurance company, annuitants are entitled to prove for the amount of the valuation of their annuities, as made at the date of the order to wind up. They are also entitled to prove for instalments of their annuities which were due and unpaid at the date of the presentation of the petition to wind up, with interest thereon at four per cent. per annum to the date of the petition, and for instalments, which became due and were unpaid between the dates of the petition and the order to wind up, but without interest.

Annuitants are entitled to retain the amount of any payments made to them between the dates of the petition and the order to wind up on account of instalments due, upon giving credit for the same as against any instalment due and unpaid at the date of the order to wind up.

There were three questions in this case—firstly, as to the date at which annuitants of the European Assurance Society were entitled to prove for the value of their annuities; secondly, as to whether they were entitled to prove for the instalments that became due between the dates of presentation of the petition for winding up the society and the winding-up order, and, if so, whether with interest; and thirdly, how certain payments made to annuitants between these dates, under an order of Malins, V.C., of the 25th July, 1871, were to be treated.

On the 10th June, 1871, a petition in Chancery to wind up the European Assurance Society was presented by a shareholder, and on the 5th July, 1871, another petition for the same object was presented by a policyholder of the society. On the 12th January, 1872, an order for winding up the society was made upon these petitions by Malins, V.C. The order for winding up the society was opposed by the directors.

On the 25th July Malins, V.C., made an order empowering the society, pending the proceedings for winding up, to pay annuities not exceeding £50, and also sums not exceeding £50 per annum on other annuities.

Captain Sullivan was entitled to an annuity of £172 16s. granted by the Royal Naval, Military, and East India Company Life Assurance Society on 2nd September, 1861, in consideration of the payment of £1,899. Mrs. Smythe was entitled to an annuity of £11 18s., granted by the same society on the 2nd February, 1858, in consideration of the payment of £290. In 1866 the Royal Naval Society transferred its business and liabilities to the European Society, which continued to pay the annuities till the date of the petition for winding up. One instalment, however, was due and unpaid at the date of the petition. Pursuant to the order of the 25th July, 1871, Mrs. Smythe continued to receive the instalments on her annuity till the 5th October, 1871, but no payment was made under that order to Captain Sullivan.

Both annuitants claimed that no novation had taken place between them and the European Society, and that they were entitled to prove for their annuities against the Royal Naval Society, and the case was heard without prejudice to the question as to which society was liable in respect of them. Their claim now was—firstly, that the valuation of their annuities should be made on the 12th January, 1872, which was the date of the order to wind up, and that they were entitled to prove on such valuation with interest at four per cent. per annum from that date; and, secondly, that they were entitled to prove for any instalments of their annuities which fell due and were not paid between the date of the petition and the order for winding up, with interest thereon at four per cent. per annum from the date on which said instalments became due.

* Reported by W. Bousfield, Esq., Barrister-at-law.

Chitty, for Captain Sullivan and Mrs. Smythe.—Future and contingent claims ought all to be valued at one period, and that is the date of the order for winding up; because that is the time at which proofs of claim are carried in, and but for the necessary delay involved in the winding up, there would be an immediate distribution of assets among all the creditors. No claim can be accepted for proof in the winding up which is not a valid claim at the time of the winding-up order, so that if there be a contract under which the payment of money is to cease on the happening of an event which is uncertain, and that contingency happens in the interval between the dates of the petition and the order for winding up, the claimant would have no rights in the assets then distributed. That this is so, the analogy of the Bankruptcy Act, 1869, s. 31, shows, which renders only those things provable which are so at the date of adjudication. See also the 25th rule of the Chancery Order under the Companies Act, 1862, which fixes the date of the order to wind up as the date of the valuation; the words "so far as it be possible" only mean that the rule is not to be followed in a case where it is impossible, if such there be. See also the 1st award in the *Albert Assurance Company Arbitration*, where Lord Cairns fixed the same date for valuation, with interest on the amount from the date of the order down to the time of proof. There is nothing in the Companies Act, 1862, to affect this view, as the provisoes in the 84th and other sections, respecting the commencement of the winding up, have only one object—namely, to prevent the property of the company being improperly distributed after the presentation of the petition to wind up, and for that purpose only, they mention that date as the commencement of the winding up.

In *Re Albert Life Assurance Company, Cook's case*, 18 W. R. 426, L. R. 9 Eq. 703, the decision proceeded on the assumption that the company had absolutely refused to perform its part of its contract with policyholders, and that this amounted to a release to them from paying their premiums. I submit that this reasoning is decidedly erroneous. The cases of *Danube and Black Sea Company* v. *Xenos*, 10 W. R. 320, 13 C. B. N. S. 152, and *Hochster* v. *De la Tour*, 1 W. R. 469, 2 E. & B. 678, show that there must be an unqualified refusal to perform a contract by one of the parties to entitle the other to treat the contract as at an end. But it cannot be said that an assurance company, wound up compulsorily, and in spite of its own resistance, has made such an unqualified refusal. The company was not prevented from receiving, or the insurer from paying, his premiums between the dates of the petition and the order for winding up. It cannot be that the effect is (as put by James, L.J., in *Cook's case*) as if the company had said, "We will not receive your premiums." It is clear that the premiums must go on being paid to the date of the winding up order—though, of course, in cases of hardship it might be proper to allow policyholders who had neglected to pay their premiums after the presentation of the petition to prove on the performance of that condition precedent.

The question is next, what is to be done with the payments made to Mrs. Smythe under the order of the 25th July, 1871, which I contend were proper payments.

Lord WESTBURY.—They will not lie in your way, because they were received before the order to wind up, so that there will be no necessity to refund them.

Chitty.—I must now ask that Captain Sullivan may be held entitled to prove for unpaid instalments falling due before the winding-up order, with interest. These instalments will carry interest according to law, as a debt payable on a certain day: see 3 & 4 Will 4, c. 42.

Lord WESTBURY.—That may be quite right where there is no insolvency. Supposing you have got a half-yearly payment of your annuity due to you on the 1st June, that will be before the presentation of the petition, your contention will be, that when you come in to prove you may increase the amount of your proof by interest on that instalment. That may be reasonable up to the date of the order to wind up. Suppose another instalment becomes due on the 1st August, that is after the presentation of the petition, and when the company is in a state of insolvency, how do you show me that that carries interest?

Chitty.—That would carry interest on the same principle as the other.

Lord WESTBURY.—There is no principle in the other except this, that what you are entitled to receive is withheld from you by a person who ought to have paid you. But that is a proposition which cannot be applied to a company in insolvency, for such a company cannot pay an individual creditor the full amount of his demand.

Chitty.—It is a question of proof.

Lord WESTBURY.—Proof for interest is the consequence of your not having been paid. The interest is given by reason of a payment not having been made to you which ought to have been made; but the payment of your instalment on the 1st August would not have been made, as the company was in a state of insolvency, which is proved by the subsequent order.

Chitty.—Interest is allowed in bankruptcy on instalments due between the committal of an act of bankruptcy and the adjudication (see Rule 77 of the Bankruptcy Rules, 1869). There is, however, in the Bankruptcy Act, 1869, no distinction between the date of adjudication and the act of bankruptcy, except for the purpose of assigning intermediate dispositions of property.

Lord WESTBURY.—And for securing equal distribution. If there is payment in full and interest in addition, it detracts from an equal distribution.

Chitty.—The assets ought to be distributed according to the demands as they stand at the date of the winding-up order. The demand is as good for interest as for principal. One demand is for an instalment over due, and the other for interest on it.

Lord WESTBURY.—We are speaking of the instalment that becomes due after the commencement of the winding up, which is the date of the petition. If it becomes due after that date there is no one who is entitled to pay in full, and interest can only be claimed, because that has not been received which ought to have been received.

Chitty.—I submit that, in respect of a breach of contract, which is no fault of the annuitant, damages and demands of every kind are provable as they stand at the date of the order to wind up.

M. Cookson, for the joint official liquidator of the European Society, said there was no conflict in the case as to the date on which the annuities were to be valued, as he also contended that the date of the winding-up order was the proper period. The only question was as to the interest.

Lord WESTBURY.—I shall give interest on the instalment that became due before the presentation of the petition for winding up, but no interest on that which fell due after the petition. The only point about which at present I doubt, is whether the annuitant is entitled to add to the proof of the valuation, interest on the amount of that valuation for the period that elapses between the date of the order to wind up and the time of valuation.

Chitty.—The true view is, that we should not be entitled to such interest; but I submit that we are entitled to be paid interest on our proof as from the date of the order to wind up till payment, in case of a solvent company.

Lord WESTBURY.—All that you are entitled to here culminates in proof, not in payment. Proof fixes the whole of your right. I never heard of interest on proof. I will decide the point when I meet with a solvent company. Now, Mr. Chitty, what I decide in your favour is this, that as to the instalment of your annuity that became due before the presentation of the petition, you will be entitled to prove for that, with interest from the day of payment down to the presentation of the petition. You will be entitled to add that amount of interest to the proof of the amount of the instalment. Secondly, I decide, as to the instalments that became due after the presentation of the petition, but before the date of the order to wind up, that you will be entitled to prove the amount of that instalment, or those instalments, but without any interest thereon. Thirdly, I decide in your favour that your annuities are to be valued as at the date of the order to wind up, and that you will be entitled to prove for the amount of the valuation. Then as to the payment made between the date of the presentation of the petition and the making of the order to wind up, you will keep that sum of money in your pocket and give credit for it, as against the instalment of the annuity that became due before the date of the order to wind up.

Solicitors, *Mercer & Mercer; Wilkins, Blythe & Marsland.*

QUEEN'S BENCH.

(Sittigns in Banco, before the LORD CHIEF JUSTICE and Justices MELLOR, LUSH, and ARCHIBALD.)

Jan. 13.—*In re an Attorney.*

Garth, Q.C., with whom was *Murray*, applied on behalf of the Incorporated Law Society for a rule *nisi* calling upon an attorney to show cause why he should not answer the matters of an affidavit. He moved on the affidavit of Mr. Gibson, a solicitor, of Lincoln's-inn-fields, which stated that in October last the attorney called upon him, and stated that he was a solicitor practising at Bewdley, and a member of the Solicitors' Benevolent Association. He stated to Mr. Gibson that, being dissatisfied with his then London agent, he wished to transfer his business to him, and to know upon what terms he would undertake the agency. Mr. Gibson promised to write him his terms on the following day. The attorney then said that being in London, and requiring some petty cash, he should feel obliged if Mr. Gibson would exchange cheques with him. Mr. Gibson was at first unwilling to do so, but he afterwards gave the attorney his cheque for £5, receiving in return a crossed cheque for the same amount, drawn by the attorney on the Bewdley Bank. Mr. Gibson wrote the following day stating his terms to the address given at Bewdley, but the letter was forwarded to Kidderminster, where it was refused, and when the cheque was presented at the Bewdley Bank it was returned with the indorsement "No effects." The attorney had had an account at the bank for some time, and several cheques drawn by him had been previously refused payment. The attorney also went to the secretary of the Solicitors' Benevolent Association, and asked how much his subscription was in arrear, and on being told two guineas he handed to the secretary his cheque on the Bewdley Bank for £5, saying it would be a great convenience to him, he being a stranger in London, if he would oblige him with the difference. The secretary did so, and on the cheque being presented it was also dishonoured.

The LORD CHIEF JUSTICE observed that the difficulty was, that, assuming the facts stated to be true, the party was liable to be indicted for obtaining money under false pretences, and ought to be indicted for it and tried by a jury. Ought that Court, then, to call upon the attorney by the rule asked for to criminate himself?

Garth said there were several cases in which an attorney, having been guilty of an indictable offence, had been proceeded against by rule.

Mr. Justice MELLOR.—His character as an attorney was apparently mixed up in the transaction, and he obtained credit partly in his character as an attorney.

The LORD CHIEF JUSTICE observed that, probably he obtained the money chiefly on the ground that he had a balance at his bankers, and that, therefore, his cheques would be paid.

Mr. Justice LUSH.—The Court will not call upon an attorney to answer the matters stated in an affidavit if they amount to a criminal charge, because that would be calling upon him to criminate himself; though they will strike an attorney off the rolls on the ground of criminal misconduct, provided the misconduct has been in the course of a proceeding in court. But this was not so.

Garth said he thought there were cases in which the Court had interposed in cases like the present, where the party was an attorney.

The LORD CHIEF JUSTICE said the learned counsel might take time to search for such cases, and could mention the matter again if he found any.

The matter accordingly stood over.

COMMON PLEAS.

(Sittings in Banco, Hilary Term, before Lord Chief Justice BOVILL and Justices KEATING and BRETT.)

Jan. 13.—*The Municipal Election Petition for the Borough of Birmingham.*

Tindal Atkinson, for the petitioner, moved to amend the petition in order that certain specific allegations might be investigated. The amendment which it was sought to introduce into the petition was that the presiding officer at No. 5 polling station neglected to insert on the counterfoils of 29 of the voting papers used in the election the number of each voter as it appeared on the burgess roll,

in accordance with the provisions of section 2 of the Ballot Act (35 & 36 Vict. c. 33); secondly, that at No. 1 poling station the tendered ballot papers under Rule 27, Schedule 1, of the Ballot Act, were used as ordinary ballot papers, and were put into the ballot-box instead of being set aside in a separate packet, and not counted. He contended that there were serious violations of the law which might influence the election against the petitioner; that he ought to be allowed to inquire into them, which he could not do unless they were set forth in the petition; that it was impossible to have a scrutiny where twenty-nine of the counterfoils were not identified; and that the counting of tendered but disputed votes as good votes might also turn the election one way or the other.

R. Brown, for the respondent, contended that the statute as to these matters was merely directory, and it could not be maintained that an election was to be set aside because an official had blundered as to some small matter of procedure.

The CHIEF JUSTICE said the question before the Court was whether the petitioner should be at liberty to raise before the barrister appointed to try the election petition the two questions referred to. If the Court could see clearly that the amendments proposed would raise questions immaterial to the election, it would be their duty to refuse to allow the amendment. But it appeared to them that the questions raised were of grave importance, arising from facts to be inquired into, although it might be that in the result no question at all would arise. By section 13 of the Ballot Act it was intended that no election should be invalidated by reason of a non-compliance with the rules in the first schedule nor for any mere mistake in the use of the forms in the second schedule, unless such non-compliance or mistake affected the result of the election. It was manifest that it was impossible to say whether the non-compliance with the rules and the mistakes complained of had not done so. The result of the discussion was to satisfy the Court that the amendments sought to be inserted in the petition were *bonâ fide* points to be raised. Under these circumstances, the Court thought the amendments must be allowed; the costs to be in the discretion of the barrister who tried the petition.

Order accordingly.—[Abridged from the *Times*.]

COURT OF PROBATE AND DIVORCE.

Jan. 14.—BUSINESS OF THE COURT.

Sir JAMES HANNEN, on taking his seat in court this morning, stated, that he had considered it necessary for the better discharge of the business of the court to divide the divorce causes which were down for hearing before himself into two classes, the defended and the undefended. He would take the latter class first; but as no announcement of the alteration in the practice had previously been made, he would this week take the cases in the order they stood on the list. After this week he would take the undefended divorce cases, and go on with them down to the commencement of the jury list, on the 5th of next month.

COURT OF BANKRUPTCY.

Dec. 19.—*Ex parte Sparham, Re Gordon.*

Solicitor—Lien—Costs—Cheque—Indorsement of by client—Jurisdiction to compel.

A solicitor, employed to collect certain outstanding debts, received from a debtor a cheque for £38 1s., payable to the order of his client, and credited his client in account with the amount as against costs to a larger sum. Before the cheque was indorsed the client filed a petition for liquidation by arrangement, under which a trustee was appointed and a resolution to liquidate by arrangement passed. The client having declined to indorse the cheque, the solicitor applied to the Court for an order to compel him or the trustee to do so.

Held, that although the solicitor had a lien upon the cheque for his costs, yet that the Court of Bankruptcy had no power to compel the client to endorse the cheque.

This was an application on behalf of Mr. Henry Mills Sparham, for an order that William Gordon and John Breckilo, or one of them, should forthwith indorse, in the name of Blaikie and Gordon, the banker's cheque of one W. D. Rotch, dated 8th April, 1872, and payable to Messrs. Blaikie and Gordon or order, and in default thereof that the applicant should be at liberty to indorse the same.

The facts were, that in March, 1871, the applicant (a solicitor) was employed by Messrs. Blaikie and Gordon, who at that time carried on business as wine merchants, in sundry matters. On the 6th of February, 1872, the partnership was dissolved, and Mr. Blaikie then assigned all the partnership assets and effects to Mr. Gordon, who, by the deed, covenanted to pay all the partnership debts then existing and remaining due, and unpaid. At the date of the dissolution there was due to the applicant, as the attorney and solicitor of the said Messrs. Blaikie and Gordon, for professional services rendered to them, the sum of £94 or thereabouts.

After the dissolution of the partnership Blaikie assisted Gordon in the getting in of the debts due to the late firm, and the applicant was employed by Gordon to defend certain actions brought against the partnership, and also to collect certain of the debts due to the partnership and the several sums of money which he received from debtors he credited Messrs. Blaikie & Gordon with in account as against the sum of £94 costs due to the applicant for his professional services rendered before the dissolution of the partnership, and for the costs incurred subsequently. One of the debtors of the late firm was Mr. F. A. Marshall, who was sued by the applicant for £38 1s., and after appearance the action was settled by payment of £38 1s. and costs £4, and on the 11th April, 1872, Mr. W. D. Rotch, who was Mr. Marshall's trustee under a deed of settlement, by his solicitors handed to the applicant a cheque for £4 for the costs of the action, and a cheque for £38 1s. payable to Messrs. Blaikie & Gordon or order. The applicant informed Mr. Blaikie of the fact of the receipt of the cheque for £38 1s., and he stated that he would communicate with Gordon and request him to indorse the same. On the 14th of May, and before the indorsement of the cheque, Gordon presented a petition for liquidation, under which, on the 31st of the same month, Mr. Breckilo was appointed trustee, and a resolution was passed to liquidate by arrangement.

On the 26th of June an order for the taxation of the bills of costs of the applicant was obtained by Messrs. Gresham & Son, Mr. Gordon's solicitors, and the amount having been reduced by one-sixth, there remained due to the applicant, after deduction of the costs of taxation, the sum of £28 18s. 9d. Mr. Gordon and the trustee under the liquidation had been required to indorse the cheque, but they declined to so. Then followed the present application.

Brough, for the applicant.—(1) It is clear from the authorities that a solicitor has a general lien upon the documents of his client passing through his hands for the amount of his bill of costs.

Bagley, for the respondents.—We admit the existence of the lien.

Brough.—(2) As to the jurisdiction, it is submitted that under the 65th and 72nd sections the Court has power to order the indorsement to be made. The applicant is in the position of a creditor holding security, and he is entitled to the benefit of his lien. *Ex parte Greening*, 13 Ves. 206. Lord Eldon, in a case where a bankrupt previously to his failure had delivered a promissory note as security for a debt, but had not indorsed it, ordered the bankrupt or his assignees to indorse it, on the ground that "the security without the indorsement was only a piece of useless paper," and allowed the costs. In the case of *Ex parte Mowbray*, 1 J. & W. 449, a petition praying that assignees might be ordered to indorse a bill of exchange transferred to the petitioners by the bankrupt before his bankruptcy for valuable consideration, was opposed on the ground of want of jurisdiction, but the Court made a special order for the indorsement. He also cited *Ex parte Rhodes, re Dean*, 2 Deac. 364; *Ex parte Price, re Gibbs*, 3 Mont. D. & De G. 586.

Bagley, for the respondents, was not called upon.

Mr. Registrar SPRING-RICE.—In this case I am of opinion that I have no authority to make any order requiring the debtor or the trustee to indorse the cheque. No doubt a solicitor has a lien upon all documents of his client passing through his hands in the ordinary course of his employment, and the applicant here is entitled to the benefit of

that lien, but the Court has no jurisdiction to make any order giving him a more formal or complete title than he has. The cases cited are all cases where a bankrupt before his bankruptcy has deposited documents as security, and there the depositees had the right to call upon the depositor to indorse, but no such right exists in the present case. The application must be dismissed.

Solicitor for the applicant. *B. W. Nind.*

Solicitors for the respondents, *Gresham & Son.*

COUNTY COURT.

MANCHESTER.

(Before J. A. RUSSELL, Esq., Q.C., Judge.)

January 10.—*Re William Samuels.*

The Court has no power to grant an order to substitute the debt of another creditor, of sufficient amount, for the debt named in the petition on which adjudication of bankruptcy has been made.

Cobbett, on behalf of the trustee in the estate of William Samuels, oil merchant, Park-street, Cheetham-hill, bankrupt, applied to the Court for an order to substitute the debt of another creditor of sufficient amount for the debt named in the petition of Mr. R. Wood, on which Mr. Samuels had been adjudicated bankrupt.

Jordan (for the petitioning creditor, Mr. Wood, who is now also a bankrupt), and *Storer* (for the trustee in Wood's estate), appeared to show cause why the order should not be made. They contended that although by the 103rd section of the Bankruptcy Act of 1849, the Court had been empowered to make such an order as that now applied for, no such power now existed, that section not having been re-enacted in the Act of 1869. On the other hand the 10th section of the Act of 1869 made the *Gazette* (in which the bankrupt Samuels's adjudication had been duly advertised) conclusive evidence that all the requisites to support an adjudication were good. In the case of *Revell* v. *Blake* (20 W. R. 675) this construction had been put upon that section, even although the adjudication referred to in that decision had been made without jurisdiction. After hearing the arguments,

His HONOUR said the question was one of extreme importance, and it was the first time, so far as he knew, that it had arisen directly for consideration under the Act. On the one hand it had been suggested that though the Act of 1849 was repealed, yet it was so reasonable a thing, that the power given in the 103rd section of the Act of 1849 should still exist, that power might be taken as given by implication—by the general powers given to the Court by the 66th and 67th sections of the new Act. He did not think these sections were intended to give the power, and when he came to look at the matter as presented by the other side, he could see very good reasons why that power should not have been given; for, whereas under the old statute power was not only expressly given, but there were reasons apparent on the face of the statute itself, showing why these powers were given, the reasons for giving the power had disappeared altogether in the statute now before the Court. If the grounds for giving the power no longer existed, there was no reason why the power should exist. The 10th section of the Act of 1869 ordered the publication of an adjudication in bankruptcy in the *Gazette*, and it said—"A copy of the *Gazette* shall be conclusive evidence in all legal proceedings, of the debtor having been duly adjudged a bankrupt and of the date of the adjudication." The Act of 1849 made the production of the *Gazette* evidence in certain cases only of certain facts, but the new act made the *Gazette* not conclusive evidence of these facts, but of the result of the facts, namely, the adjudication in bankruptcy. Its intention, according to Mr. Jordan and Mr. Storer, was to prevent the necessity of proving whether the adjudication was good on every occasion that an important question arose under the bankruptcy. This view of the case he was bound to take, supported as it was by the case of *Revell* v. *Blake* (*sup.*), in which it was held that, although the bankrupt was adjudicated in a court that had no jurisdiction, owing to the bankrupt's own false allegation that he did not reside in another district—that of the London Court of Bankruptcy—the Court of Common Pleas could not look at this fact in the face of the *Gazette* in which he had been declared to be "duly adjudicated a bankrupt." This motion, which had been made for the purpose apparently of avoiding a difficulty, turned out therefore when examined to have been illegally made, because the difficulty which it was sought to avoid could never arise. For this reason he was of opinion that the rule must be discharged with costs.

APPOINTMENTS.

Mr. JOHN JONES CLEAVE, Barrister-at-Law, has been appointed Recorder of Ludlow, in Shropshire, in succession to Mr. Henry John Hodgson, Master of the Court of Queen's Bench, who now retires, having held the recordership in conjunction with the mastership, since his appointment to the latter office in 1857. Mr. Cleave was called to the Bar at the Inner Temple in June, 1850.

Mr. EDWIN CHARLES CLARK, Barrister-at-Law, has been appointed Regius Professor of Civil Law in the University of Cambridge, in the place of Dr. Abdy, judge of the Essex County Courts, resigned. Mr. Clark was educated at Trinity College, Cambridge, where he graduated in 1858; and afterwards became a fellow of his college. He was called to the bar at Lincoln's-inn in June, 1862.

Mr. CHARLES DENTON LEECH, Solicitor, of Bury St. Edmunds, Suffolk, has been appointed Clerk to the Commissioners for the Hundred of Thedwastre, in succession to the late Mr. Sturley Nunn. Mr. Leech was admitted in 1841.

Mr. WILLIAM WILKES CAWLEY, Solicitor, of Great Malvern, Worcestershire, has been appointed clerk to the magistrates of the Malvern Petty Sessional division. Mr Cawley was admitted in 1856.

Mr. THOMAS LAWRENCE BROUGH, Solicitor, of Stafford, has been appointed Town Clerk of that borough, and clerk to the Local Board of Health. Mr. Brough was admitted in 1863.

Mr. FREDERICK WILLIAM SHARP, Solicitor, of Chester, has been appointed Clerk to the magistrates of that city, in succession to Mr. T. Finchett Maddock, resigned. Mr. Sharp was admitted in 1856.

APPOINTMENTS VACANT.

Mr. Thomas Rogers, Solicitor, has resigned the town-clerkship of Reading.

The registrarship of the North Walsham County Court, in the Norfolk Circuit (No. 32), has become vacant by the death of Mr. George Wilkinson.

By the death of the Hon. Augustus Fitzhardinge Berkeley, the office of Clerk of the Peace for the county of Gloucester has become vacant. Mr. Berkeley, though a non-professional man, was appointed to the office by his brother, the late Earl Fitzhardinge, then Lord Lieutenant of the county, on the death of Mr. Joyner Ellis in 1855 Mr. Berkeley's duties were performed by deputy.

NOTICE TO QUIT IN LEAP YEAR.—A very ancient statute was disinterred on Saturday last in the Court of Passage at Liverpool. The Assessor had nonsuited the plaintiff in an action to recover six months' rent in lieu of notice to quit, on the ground that notice had been given by the defendant on 8th December, 1871, to quit on 7th June, 1872; and, as the latter was leap year, 182 days had elapsed between the above dates, and this number of days the Assessor is reported to have held sufficient in law as a six months' notice. In the course of the case it was mentioned that had last year not been leap year there would only have been 181 days between the two dates, and Mr. James applied for a rule *nisi* for a new trial on the ground of misdirection, and in support of his application he quoted a statute—21 Hen. 3—which provided that the 28th and 29th February should only count as one day.—The Assessor said that, upon that statute, Mr. James was clearly entitled to a rule. He remarked that the statute was not mentioned when the case was heard.—Mr. James said he was not then aware of its existence.—The Assessor said he never knew the point to occur before.—Mr. James: Nor I, in the case of rent.—A rule *nisi* was granted.

GENERAL CORRESPONDENCE.

LONDON GAZETTE NOTICES IN BANKRUPTCY.

We have been requested to publish the following correspondence:—

Norton & Son to Treasury Commissioners.

12th Sept., 1872. Town Malling, Kent.

Re Hy. F———, a bankrupt.

My Lords,—We sent a notice in this matter to the *Gazette*, for which we had to pay 15s. before we could obtain insertion. The notice appeared in the *Gazette* of the 6th inst, and it was a notice of a general meeting of creditors to consider the trustee's release under section 51 of the Bankruptcy Act of 1869, rules of 1870, 248, 249, 122, 123, 124. It is a notice the insertion of which in the *Gazette* is not only "authorised" but imposed by the Bankruptcy Act and rules. There is, however, no form given in the schedule to the rules for this advertisement, and we presume on that account the extra 5s. has been demanded. It was held by Mr. Registrar Murray on the 30th July last, in a case of *Re Benthall*, * that the insertion of such a notice in the *Gazette* could not be dispensed with. The insertion does not appear to be made necessary in very express terms, but it is brought about by reading sections 21 and 14, and rules 89 and 95 of 1870 together No form being given us in the schedule we were obliged to frame the notice as best we could under rule 7 of 1870. We humbly submit that, under the circumstances, the charge of 15s. by the *London Gazette* authorities is in contravention of your Lordships' direction in the scale in bankruptcy of July, 1871, signed by your Lordships; and we humbly request your Lordships' attention to the matter, that we may be recouped the extra 5s., which we feel convinced cannot be properly allowed us on the the taxation of our bill against the trustee in this bankruptcy.—We have the honour to be, my Lords, your obedient servants,

NORTON & SON.

The Lords Commissioners of H.M. Treasury, London.

Law to Norton & Son.

27th Sept., 1872. 14,767 Treasury Chambers.

Gentlemen,—In reply to your letter of the 12th inst., complaining of the amount charged at the *London Gazette* Office for the insertion in the *Gazette* of a certain bankruptcy notice, I am directed by the Lords Commissioners of her Majesty's Treasury to inform you that the reason of the charge of 15s. being made was, that the advertisement was not one of which the insertion in the *Gazette* is required under the Bankruptcy Act or Rules, and my Lords are therefore of opinion that the sum of 15s., the price for an ordinary advertisement, was properly charged by the superintendent.—I am, Gentlemen, your obedient servant,

WILLIAM LAW.

Messrs. Norton & Son, Town Malling, Kent.

Norton & Son to Law.

28th Sept., 1872 14,767 Town Malling, Kent.

London Gazette—Bankruptcy Rules.

Sir,—We beg to acknowledge the receipt of your letter of the 27th, and at the same time to express regret that our former letter should have been so inexplicit as to cause their Lordships to miss the entire point. It has been decided by one of the learned registrars sitting as Chief Judge that the notice in question *is* required under the Bankruptcy Act and Rules.—We are, Sir, your obedient servants, NORTON & SON.

W. Law, Esq., Treasury-chambers, Whitehall.

Law to Norton & Son.

7th Oct., 1872. 14,982. Treasury Chambers.

Gentlemen,—With reference to your letter of the 28th ult., further respecting an excess of charge for the insertion of a bankruptcy notice in the *London Gazette*, I am commanded by the Lords Commissioners of her Majesty's Treasury to request that you will forward to this board a copy of the decision mentioned in your letters, or refer my Lords to some report of the case in which the decision appears.—I am, Gentlemen, your obedient servant,

WILLIAM LAW.

Reported 16 S. J. 771.

Norton & Son to Law.

10th Oct., 1872. 14,982. Town Malling, Kent.

Gazette Notice in Bankruptcy.

Sir,—We have the pleasure to send you the report of the case *Re Benthall* to which we referred the Lords Commissioners in our first letter, and which governed the case of our notice in *Re F———*, which was a notice of a meeting of creditors held in pursuance of one of the terms of a scheme.—Your obedient servants, NORTON & SON.

Wm. Law, Esq.

Law to Norton & Son.

30th Oct. 1872. 15,516 29/10. Treasury Chambers.

Gentlemen,—Referring to your letters of the 12th and 28th ult., in which you claim the return of the sum of 5s. alleged to have been overpaid for insertion in the *London Gazette* of a notice of a general meeting of creditors under the 51st section of the Bankruptcy Act of 1869, and to your further letter of the 10th inst., transmitting a report of a case in the London Bankruptcy Court, in which it was ruled that there was no power to dispense with the insertion in the *Gazette* of a notice of a meeting of creditors. I am desired by the Lords Commissioners of Her Majesty's Treasury to state that the decision in the case in question only applies to notices under the 28th section of the Act of 1869, a form of which is given, and does not therefore bear out your contention that the particular advertisement to which you refer was one, the insertion of which in the *Gazette* was required by the Bankruptcy Act and rules. I am to return the *Solicitors' Journal* with the report of the case in question.—I am, Gentlemen, your obedient servant,

WM. LAW.

Norton & Son to Law.

2nd Nov., 1872. 15,516. 29/10. Town Malling, Kent.

Sir,—We had not thought details would be necessary, but feeling thoroughly convinced that the Lords Commissioners still misapprehend the matter, and in the hope of rightly settling a point of practice in the new procedure in bankruptcy, we venture to trouble you with a further communication in reply to yours of the 30th ult. We beg to acknowledge the sheet of *Solicitors' Journal* with report of case *Re Benthall*.

The report is very short, and it unfortunately omits to give the *ratio decidendi*. One is therefore driven to look outside the report for the same. We think it not possible that merely because there is a form of an advertisement in the schedule without any directions in the Act or rules as to its insertion, the learned Registrar would have decided that the insertion of the advertisement under section 28 was indispensable. Rule 95, under which the meeting in that case was called as well as in ours, *Re F———*, does not require the advertisement in the *Gazette*. But it is section 21 of the Act coupled with section 16 and rule 89 by which the necessity of advertising is imposed. Section 21 enacts that "the provisions of this Act with respect to the first general meeting of creditors shall apply to any subsequent general meeting of creditors in a bankruptcy." Section 16 provides that the first general meeting shall be held "in the prescribed manner and subject to the prescribed regulations." Rule 89 accordingly prescribes as follows:—"The first meeting of creditors shall be summoned by giving ten days notice thereof in the *London Gazette*, and in one local paper according to the form in the schedule." The schedule certainly does not provide a form of notice for summoning meetings under section 51, but it is nevertheless a necessary general meeting of creditors. We were driven, therefore, to act under rule 7, which provides, "where forms for any proceeding are not provided in the schedule the forms required may be framed by the parties, using as guides those so provided, so far as they applicable." We cannot help feeling confident that the Lords Commissioners of her Majesty's Treasury will now agree that in our case we were not only "authorised" but compelled by the Act and rules to advertise the meeting of creditors, and that the principle of the case of *Re Benthall* is in point.—We are, Sir, your obedient servants, NORTON & SON.

W. Law, Esq., Treasury Chambers.

Norton & Son to Law.

29th Nov. 1872. 15,516. 29/10. Town Malling, Kent.

Sir,—In consequence of a communication made to us by

the registrar of the Maidstone County Court we write to state that on the taxation of our costs before him (subsequently to our first letter to the Lords Commissioners of H. M. Treasury of the 12th September), he allowed the extra five shillings—which, as we think, had been overpaid for an advertisement in the *London Gazette*. This can, however, make no difference to the question on the point of practice, for, if our view is correct, the five shillings belong to the trustee in the bankruptcy, for whom we were acting, and should be returned to him, to be accounted for under the scheme. The point of practice is one that is constantly recurring, and we should be greatly obliged by a line in reply to ours of the 2nd inst., saying if the Lords Commissioners adhere to the view expressed in yours of the 27th September last. We wait for this before taking steps for ascertaining the general opinion of the profession on the subject, in case the charge is still supported.—We are, Sir, your obedient servants, NORTON & SON.

W. Law, Esq.

Law to Norton & Son.

Treasury Chambers, 9th Jan., 1873.

Gentlemen,—The Lords Commissioners of Her Majesty's Treasury have fully considered the considerations referred to in your letters of 2nd and 27th November last respecting the charge to which you were subjected for inserting in the *Gazette* a notice of a meeting of creditors under the 51st section of the Bankruptcy Act of 1869, but my Lords must retain the opinion which they have already expressed on this subject, and do not feel that they would be authorised in directing the insertion of these notices in the *Gazette* at the price of ten shillings each.—I am, Gentlemen, your obedient servant, W. LAW.

Messrs. Norton & Son.

STATUTORY DECLARATIONS AND CHANCERY COMMISSIONERS.

Sir,—By rule 57 of the new rules just issued under the Chancery Funds Act, it is provided that where evidence is required by the Paymaster-General for carrying into effect a direction in an order of the Court, statutory declarations under the 5 & 6 Will. 4 c. 62 (1835), may be received and acted on instead of affidavits.

The 18th section of that Act enacts that it shall be lawful for any justice of the peace, notary public, or other officer now by law authorised to administer an oath, to take and receive the declaration of any person voluntarily making the same before him in the form in the schedule to that Act annexed.

It is to be presumed that this enactment was made for the convenience of the declarant—that he should not have far to go in search of a person qualified to take his declaration.

As a Chancery Commissioner is a rare bird to catch, I beg to inquire whether declarations made before a Common Law Commissioner will be received by the Paymaster-General as evidence under the 57th rule above quoted? and if not, why not? Who will make the first experiment at the Chancery Pay Office?

I suppose in any case the declaration must terminate verbatim in the clumsy form prescribed by the Act of 1835, or it will be rejected. C. J. T.

Bedford-row, Jan. 8.

[We have not obtained an answer on authority to the inquiry whether declarations made before a Common Law Commissioner will be received by the Paymaster General under the 57th rule, but it appears to us to be very doubtful whether statutory declarations under 5 & 6 Will. 4, c. 62, of the kind referred to in the new rule, may be taken by London Commissioners in common law. It is to be observed that section 18 of the above statute only empowers officers THEN by law authorised to administer an oath, to take the declaration. Can London Commissioners in common law appointed under 22 Vict. c. 16 be said to be persons at the time of the passing of the 5 & 6 Will. 4, c. 62, authorised to administer oaths? The Act appointing the "London Commissioners to administer oaths in common law" expressly enables such commissioners to take all and every such *declarations* as any person or persons shall be willing to make "*concerning any cause, matter, or thing depending or concerning any of the proceedings in the" common law courts*, but does not expressly enable them to exercise all the powers and authorities conferred upon, or exercised by, the country commissioners. Can there be inferred from a power to take only a certain class of declarations, a power to take all kinds of declarations, merely on the ground that country commissioners appointed under a different statute took such a power by virtue of the Statutory Declaration Act? The declaration must conclude in the form prescribed by the 5 & 6 Will. 4, c. 62. —ED. S. J.]

DISCHARGE OF EXECUTORS FROM CONTINGENT LIABILITY.

Sir,—With reference to the letter in your last issue of "A. B. & Co.," does not Sir George Turner's Act (13 & 14 Vict. c. 35, ss. 19, 25, as amended by 23 & 24 Vict. c. 38, s. 14) afford the remedy sought? J. C.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society on Tuesday last (Mr Hargreaves in the chair) the question discussed was No. 508 Legal—"Is the rule in *Wild's case* applicable to personalty?" The debate was opened in the affirmative by Mr. A. G. Harvie, but was ultimately decided in the negative by a large majority. The Secretary read his quarterly report, and stated that at the request of several members of the society he had consented to continue to hold office until the next annual meeting, and therefore withdrew his resignation.

ARTICLED CLERKS' SOCIETY.

A meeting of this society was held at Clement's Inn Hall on Wednesday, the 15th January, 1873, Mr. Bone in the chair. Mr. H. L. Arnold opened the subject for the evening's debate, viz.—"That it is desirable to adopt a compulsory system of registration of titles." The motion was lost by a majority of two.

LIVERPOOL LAW STUDENTS' SOCIETY.

A meeting of this society was held at the Law Library, on Thursday evening the 9th inst. Mr. Morris P. Jones, solicitor, in the chair. The subject for discussion was "Should the right of action for breach of promise of marriage be abolished?" The negative side of the question was carried by a majority of one vote.

WORCESTER AND WORCESTERSHIRE LAW SOCIETY.

At the general annual meeting of the Worcester and Worcestershire Law Society, held on the 14th inst., Mr. R. P. Hill was elected president, Mr. Martin Curtler vice-president, and Mr. Allen treasurer and hon. sec. for the ensuing year, and Messrs. Bentley, Southall, Hyde, Hughes, and Corbett, in addition to the *ex officio* members, the committee.

We understand that Mr. Herbert C. Saunders, of the Western Circuit, has been nominated Deputy Recorder of Devizes during the absence of Mr. H. A. Merewether, Q.C., the Recorder, who, we regret to learn, has been rather seriously ill, and has gone on a voyage of some duration, with a view to the re-establishment of his health.

LEGAL INCIDENTS OF A RAILWAY JOURNEY.—Not long ago we remarked that scarcely a door-handle is turned, or a wheel hammered, in the course of a railway journey, but on the authority of a case. A contribution to this mass of authority was made in the case of *Murray* v. *Metropolitan Railway Company*, in which the Court of Exchequer on Tuesday last refused a rule to set aside a nonsuit directed by Mr. Baron Martin, in an action to recover compensation for a serious injury, occasioned to the plaintiff's hand by the sudden falling down of a window of a railway carriage, caused by the application of the brake, on the arrival of the defendants' train at the Charing-cross Station, the plaintiff having entered the carriage in question at the West Brompton Station.

CORRUPT PRACTICES (MUNICIPAL ELECTIONS) ACT.

Jan. 10.—BLACKBURN MUNICIPAL ELECTION INQUIRY.

(Before T. W. SAUNDERS, Esq.)

Some points of considerable interest were decided by the Barrister in the course of this inquiry.

Eastham was for the petitioner.

Gorst for the respondent.

It appeared that there were two Esther Abbots on the burgess-roll—Nos. 2 and 3. These entries related to one woman, who received two ballot papers and voted twice.

Eastham contended that she was guilty of personation. The 24th section said—"A person shall, for all purposes of the laws relating to parliamentary and municipal elections, be deemed to be guilty of the offence of personation who at an election for a county or borough, or at a municipal election, applies for a ballot paper in the name of some other person, whether the name be that of a person living or dead, or of a fictitious person; or who, having voted once at any such election, applies at the same election for a ballot paper in his own name." So that Esther Abbott could only vote once, and by committing personation she must be struck off under the provision of the Act, which distinctly states that the vote shall be struck off where corrupt practices are proved at an election; and there is no meaning in it, unless that construction is put upon it. One vote has fallen to the ground as a personation, and as corrupt practice has been proved, I claim that the other vote be struck off in accordance with the terms of the Act. The law would have no force, and there would be a temptation to personate, unless this construction was put upon the Act.

Gorst urged that one of her votes was good. He contended that the woman was not guilty of any illegal act when the first vote was given. She had given a good vote in the first instance; and he submitted that no after-conduct could undo what she had done. If corrupt practices were shown in the giving of any vote that vote could, of course, be struck off

The BARRISTER—I think the first vote was a perfectly good vote. The corrupt practices refer to a corrupt vote. The first vote given by the woman was an honest one; and the candidate is right in saying it must stand. I must, of course strike off the second vote.

Another point was with reference to T. E. Duckworth, who it was alleged had induced Esther Abbott to vote a second time. As to this

Gorst said he was prepared to admit the truth of the statement against him; but he contended that his offence was not sufficient to warrant the striking off of his vote. His demurrer was based on the 24th section of the Ballot Act, which had reference to personation. After defining personation, it went on to say that any person found guilty of aiding, abetting, counselling or procuring personation, should be subject to a penalty therein stated. There was a distinction made between the offence, and the aiding or procuring of the offence. The fourth paragraph of the section says the offence of personation shall be deemed to be a corrupt practice within the meaning of the Act; but it did not say that aiding and abetting was a corrupt practice. The man's own vote, although he might be subject to a penalty, was as good, so far as it was affected by his conduct, as it would be if he had committed murder, or robbed a shop on the day of election.

Eastham contended that aiding and abetting a voter must be construed into a corrupt practice, and would disentitle the voter from having his vote recorded.

The BARRISTER ruled that the charge of corrupt practices could not be maintained in this case, and the vote was allowed to stand.

On the proposal to go into the tendered votes, *Gorst* objected that evidence could not be given which would admit the tendered votes without impeaching the conduct of the returning officer, who ought, in that case, to be made a respondent to the petition.

Eastham said that the clerks at the tables had made the blunders, and misconduct was not imputed to the returning officer.

The BARRISTER ruled that the mistakes were not made by the returning officer but by the clerks, and that therefore the evidence was admissible.

Gorst thereupon called attention to Rule 7, which says "that no evidence shall be given upon a petition which is not specified upon the list." Now, the specification was that the presiding officer, and not the clerks, made the mistake.

The BARRISTER held that the clerks were presiding officers

Gorst further contended that the votes had been incorrectly enumerated, and asked that the Barrister should direct that a fresh enumeration be taken of them. He quoted a case to show that committees in Parliament had the power of rectifying numerical mistakes, and he thought the same power applied to the judge. The judge in a parliamentary election scrutiny had the power of directing a re-casting up of votes, and he contended that the judge sitting at a municipal election scrutiny had the same power. He quoted the 14th section of the Municipal Election Act, 1872, under which he argued that the judge had power to direct a re-casting of votes.

Eastham said the quotations made by Mr. Gorst referred to matters in force before the Ballot Act came into operation, and when mere clerical mistakes were rectified. Now that they were overshadowed by the Ballot Act, they were not allowed to dispose of any ballot papers, and he took it that the returning officer, being under a penalty if he did not, would give a correct enumeration of the votes.

The BARRISTER thought it was not competent for him to question the return of the returning officer. With reference to the counting up of the voting papers, if it had to be done by him it would have to be done in the presence of the agents of the petitioner and respondent. The agents might differ, and he might differ with them, and the whole proceedings would have to be recommenced. Were an application to be made to a judge in chambers it would simply be upon the question whether the casting up of the votes was correct, and if an order was made, and the votes were counted, the proceedings in that court would have to be recommenced in order to ascertain who had the majority of votes. Such a course of procedure could never have been intended by the Legislature, whose aim was to have these inquiries dealt with as summarily, as speedily, and at as little expense as possible. Under the circumstances he did not think that he ought to comply with the suggestions of Mr. Gorst.

COUNCIL OF LEGAL EDUCATION.

The following is a list of the members of this body for the year 1873. The gentlemen whose names are distinguished by an asterisk are also members of the Council of the Legal Education Association:—The Right Hon. Lord Westbury (*Chairman*); *The Right Hon. Spencer Walpole, M.P. (*Vice-Chairman*); The Right Hon. Sir R. J. Phillimore, D.C.L., &c.; The Right Hon. Sir B Peacock, Knight; Sir Geo. Jessel, Q.C., M.P., Solicitor-General; B. S. Follett, Esq., Q.C; *James Anderson, Esq., Q.C.; C. S. Whitmore, Esq., Q.C.; *J. W. Huddleston, Esq., Q.C.; Henry Manisty, Esq., Q.C.; *R. Paul Amphlett, Esq., Q.C., M.P.; *J. P. Deane, Esq., Q.C., D.C.L.; A. J. Stephens, Esq., Q.C., LL.D.; H. W. Cole, Esq., Q.C.; Sir Thos. Chambers, Q.C., M.P.; *John R. Kenyon, Esq., Q.C., D.C.L.; *Thos. Southgate, Esq., Q.C.; Henry Cotton, Esq., Q.C.; *J. A. Russell, Esq., Q.C.; Holdsworth Hunt, Esq.

THE APPOINTMENTS UNDER THE NEW SCHEME OF LEGAL EDUCATION.

The Council of Legal Education have appointed the undermentioned gentlemen, Professors and Tutors, under the Scheme for Education of Students for the Bar, or for Practice under the Bar:—

Jurisprudence, including International Law, Public and Private—Roman Civil Law—and Constitutional Law and Legal History.

Professor:- Sheldon Amos, Esq.

Tutor in Jurisprudence, including International Law—Public and Private:—Alexander Henry, Esq.

Tutor in Roman Civil Law:—William A. Hunter, Esq.

Tutor in Constitutional Law and Legal History:—Thomas Pitt Taswell-Langmead, Esq.

The Common Law.

Professor:—Herbert Broom, Esq., LL.D.

Tutors:—John Houston, Esq.; David Lyell, Esq., LL.D.; Maurice Powell, Esq.

Equity.

Professor:—Andrew Thomson, Esq., LL.D.

Tutors:—Wm. Charles Harvey, Esq.; Henry Wm. May, Esq.

The Law of Real and Personal Property.

Professor and Tutor:—Frederick Prideaux, Esq.

Hindu and Mahommedan Law, and the Laws in Force in British India.

Professor and Tutor:—John Bruce Norton, Esq.

LEGAL EDUCATION ASSOCIATION.

As we briefly announced last week, the annual meeting of this association was held on Friday afternoon, January 10th.

Mr. Justice QUAIN, Chairman of the Council of the Association, after expressing his regret at the loss of the services of the president of the society, Sir R. Palmer, moved that his place be filled by Mr. R. P. Amphlett, Q.C., M.P. The motion was unanimously carried, and Mr. Amphlett took the chair as president.

The CHAIRMAN, in moving the adoption of the report, referred to some of its salient features, and pointed out that one of the cardinal principles of the association—the establishment of a general school of law open to both branches of the legal profession as well as the public at large—remained still unsatisfied, and contended that nothing short of that would satisfy the requirements of the time. He said that the experience of the past two years showed that if a bill were introduced into Parliament founded on the main principles supported by the association and prudently guarded as to details, and brought in with the sanction of the Government, it would meet with the support of the Liberal majority. The resolution introduced into the House by Lord Selborne, when petitions were presented, signed by about 900 members of the Bar, and about 6,000 solicitors throughout the country, though opposed by the Government, was only defeated by a majority of thirteen in a House of 219 members. From what had occurred last session, he felt sure that neither the Attorney nor the Solicitor-General would be found among the opponents of such a measure. The former, in the course of the discussion on the subject in the House of Commons, had argued that the Inns of Court should be allowed further time to consider the question; but the action which these bodies had since taken, was, he conceived, entirely inadequate to meet the requirements of the case, although he recognised in their scheme a *bona fide* desire to meet the views of enlightened public opinion on the subject. There was, however, this fatal objection to the scheme, that, owing not to any fault of the benchers, but to an infirmity in the constitution of the Inns of Court themselves, it was impossible that they could give any guarantee for its permanence, and any one of the four Inns might withdraw from it at its pleasure. He must at the same time observe that, after the concessions which the Inns of Court had made, the point in dispute between them and the association was reduced to the simple, but most important question, whether the instruction given should be confined to students for the Bar, or whether a general school should not be established in which candidates for both branches of the profession, as well as the public at large, might obtain instruction. If a bill founded on the principles of the association were introduced into the House of Commons with the sanction of the Government, he felt pretty certain that a majority of the benchers of the four Inns of Court would be found to be in its favour. Formerly the Middle Temple and Gray's Inn were in favour of instruction being given in all branches of the Law, and though Lincoln's Inn and the Inner Temple made some objection, he believed it was based upon a misunderstanding, and he was not certain that the same opposition would now be met with; but if it should happen that one or more of the Inns of Court remained obstructive, nothing remained but to take the opinion of Parliament on the question; and circumstances would, he hoped, admit of that being done next session. The Lord Chancellor, he was happy to say, continued to be a member of the association, and they had, therefore, the advantage that they were likely to have not only a fair, but a favourable consideration of their cause even in the Cabinet. It would be unwise and unfair, however, to rest too much on the exertions of Lord Selborne in the matter, because he was now in a position which precluded him from being a free agent, and he therefore recommended the association not to relax in its efforts, until the object which it sought had been attained. He hoped the next general meeting would have to record the successful termination of its labours.

Baron POLLOCK seconded the motion, and said that if the association persevered in their course, it would be almost imperative on the Benchers to come into the scheme. He had been for six years a Bencher of the Inner Temple, and had been recently a member of the Education Committee of that Inn, which he was glad to say had appointed tutors who had done much to promote the cause of legal education.

Mr. HORACE LLOYD, Q.C., in supporting the motion, spoke of the new scheme of the Inns of Court as being characterised by inadequacy in the amount of teaching, and by parsimony in the amount of remuneration. The framers of it appeared to have got hold of the words "readership, lectureships, and examinations," and so on, and arranged them like bits of glass or china in a kaleidoscope, without really attempting to understand or provide the solid realities which they represented. He insisted upon the necessity of a scientific and systematic plan of legal education. The new scheme of the Inns of Court was not the best which could be devised even for students for the Bar, and no scheme of legal education could be satisfactory which did not include solicitors and the general public.

Mr. FARRER expressed his general concurrence in the remarks of the previous speakers, and spoke of the great defect in the new scheme, that it made no provision for the education of solicitors. Drawing attention to the importance of the duties which their branch of the profession had to discharge, he pointed out that solicitors were constantly called upon to advise their clients upon sudden emergencies, and in complicated states of facts, without the possibility of recourse to books. Acting as the men of business, for their clients, they were unable to give so much time to the perusal of reports as to enable them to keep pace with the course of judicial decisions, and must necessarily entrust to the barrister the task of advising in the last resort upon difficult and doubtful questions of law. It was, therefore, the more necessary that they should be well instructed in the general principles of law applicable to the circumstances in which they were called upon for guidance, and this could only be provided by lectures giving a broad view of legal science, and stimulating the mind of the student by the vividness of oral teaching.

Mr. LAKE, in supporting the motion, said that in the present day both barristers and solicitors belonged in a great measure to the same class of society, and equal educational advantages should be afforded to them, but he strongly opposed the idea of a fusion of the two branches of the profession.

Mr. WINGFIELD, on the contrary, desired to see the separation between the two branches of the profession broken down.

Mr. CLABON expressed his strong dissent from the views of the last speaker, and spoke warmly in favour of maintaining the Inns of Court in their present position. He pointed out, however, that in the movement of legal education, the first efforts had been made by his own branch of the profession.

The PRESIDENT OF THE LIVERPOOL LAW SOCIETY also spoke in favour of the motion.

The resolution was then put and carried unanimously.

Mr. Justice QUAIN, in proposing the next resolution, which was to the effect that the scheme of the Inns of Court was wholly inadequate to supply an efficient school of law, and that it was the duty of the association to persevere until that object was attained, remarked that, while they did not wish to take up a position in the slightest degree antagonistic to the Inns of Court, he desired to see them, like so many other institutions in this country, reformed, and taking up a position adapted to the wants and wishes of the age. He added that if solicitors as well as students for the Bar were included in a general scheme of education, there would be 2,000 instead of 500 or 600 stu-

dents, and not only increased emoluments for the support of an adequate number of Professorships, but increased enthusiasm on the part of those who were taught would be the result.

The resolution was seconded by Mr. OSBORNE MORGAN, Q.C., M.P., and supported by Mr. W. FOWLER, M.P.

Mr. ARTHUR WILSON, Tutor in Common Law at the Inner Temple, in supporting the motion, said that speaking from his experience as a tutor, he did not hesitate to affirm two things: first, that the demand for lega teaching was far greater than the Council of Legal Education seemed to have at all appreciated. Where there was one student in an Inn of Court wishing to learn ten years ago, there were five or six now. The numbers reading in the libraries showed this; and so did the numbers attending lectures and classes, and passing the examinations. Yet the new scheme was only a reproduction of the old one, enlarged in some directions, and actually reduced in others. Secondly, the Council had failed to understand the extent of the area from which the demand for teaching comes. Even at the classes in the Inner Temple alone, there were country gentlemen, members of the Indian and Colonial services—men of all classes besides students meaning to practise at the bar. In the face of such a state of things, to provide an education only for bar students or such others as could afford to enter an Inn of Court, showed an astonishing lack of appreciation of the nature of the want to be met.

The resolution was at once agreed to.

The proceedings closed with a vote of thanks to the chairman.

LAW STUDENTS' JOURNAL.

UNIVERSITY OF LONDON.

FIRST LL.B. EXAMINATION, 1873.

Pass List.—First Division.

Husband, William Foot.—Private study.
Spalding, Thomas Alfred.—Univ. Coll. and Private tuition.

Second Division.

Brain, John.—Private study.
Buckley, James Fraser.—New Kingswood Sch. & Priv. st.
Cavanagh, Christopher, B.A.—Private study.
Daniels, George St Leger.—Private study.
Emanuel, Edward Janverin.—Univ. Coll. and Private study.
Fuller, Edward Newton.—Private study.
Gell, Alfred Freeman.—Private study.
Goode, John.—King's College.
Harvey, Robert.—Private study.
Ratcliff, Thomas William.—Private study.
Skinner, John Edwin Hilary.—Private study.
Sly, Richard Meares. B.A. Sydney.—University College.
Taylor, Charles Parbutt.—Private study.
Walker, Graves George.—Private study.
Woodhouse, James Thomas.—Private study.
Yates, Arthur.—Private study.

SECOND LL.B. EXAMINATION, 1873.

Pass List, First Division.

Cozens-Hardy, Sydney.—Private study and Univ. Coll.
Eady, Charles Swinfen.—Private study.
Edwards, William Douglas.—Private study.
Round, Herbert Thomas, B.A.—Private study.
Sweet, Charles—Private study.
Truman, Percy Philip.—Private study
Willcocks, Roger Henry.—Private tuition and King's Coll.

Second Division.

Fulton, James Forrest, B.A.—Private tuition.
Gard, William Snowdon.—University College.
Kotze, John Gilbert.—Private tuition.
Litting, George, M.A.—Private reading.
Tree, Warren Williams Arrowsmith.—Private study.
Young, Walter.—Private tuition and Univ. Coll.

Mr. B. J. Bridgewater, brother-in-law to Mr. F. G. Debenham, has been taken into partnership in the firm of Debenham, Tewson & Farmer, the well-known estate agents.

COURT PAPERS.

SPRING CIRCUITS.

Home.—Cockburn, C.J., and Brett, J.
Oxford.—Quain, J., and the successor to Mr. Justice Byles.
Western.—Pigott, B., and Grove, J.
Norfolk.—Kelly, C.B., and Martin, B.
Northern.—Archibald, J., and Pollock, B.
Midland.—Bovill, C.J., and Denman, J.
North Wales.—Mellor, J.
South Wales.—Lush J.
Bramwell, B., remains in town.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Jan. 17, 1873.

3 per Cent. Consols, 92⅛	Annuities, April, '85 9⅜
Ditto for Account, Feb. 3, 92¼	Do. (Red Sea T.) Aug. 1908 18⅜
3 per Cent. Reduced 92⅛	Ex Bills, £1000, — per Ct. par
New 3 per Cent., 92⅛	Ditto, £500, Do —par
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, —par
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 249
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 205	Ind. Enf. Pr., 5 p C., Jan. '72
Ditto for Account. —	Ditto, 5½ per Cent., May, '79 105
Ditto 5 per Cent., July, '80 108⅜	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 101
Ditto 4 per Cent., Oct. '88 103¾	Do. Bonds, 4 per Ct., £1000
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000
Ditto Enfaced Ppr., 4 per Cent. 96	

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	117
Stock	Caledonian	100	105½
Stock	Glasgow and South-Western	100	130
Stock	Great Eastern Ordinary Stock	100	41
Stock	Great Northern	100	136
Stock	Do., A Stock*	100	157
Stock	Great Southern and Western of Ireland	100	116
Stock	Great Western—Original	100	125
Stock	Lancashire and Yorkshire	100	158
Stock	London, Brighton, and South Coast	100	77½
Stock	London, Chatham, and Dover	100	23⅜
Stock	London and North-Western	100	151¼
Stock	London and South Western	100	101½
Stock	Manchester, Sheffield, and Lincoln	100	84½
Stock	Metropolitan	100	70½
Stock	Do., District	100	30½
Stock	Midland	100	143
Stock	North British	100	74¼
Stock	North Eastern	100	165½
Stock	North London	100	119
Stock	North Staffordshire	100	75
Stock	South Devon	100	76
Stock	South-Eastern	100	106½

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

There has been no change in the bank rate and the enquiry for money has been somewhat active. The latest bank return shows an increase in the total reserve of £694,363. Rate for short bills 4⅛ to 4¼.

In railway stocks the depression continued at the close of last and the early part of this week. At the settlement the continuations ruled rather light. On Wednesday there was some improvement, but prices declined in the afternoon on shares being pressed for sale, and the subsequent condition of the market has been one of depression. The decline is ascribed to the increase in the cost of working the lines, shown by the reports of the London and Brighton, and the Manchester, Sheffield and Lincolnshire Companies. The latest reports indicate improvment in the market.

An extensive business was done in foreign stocks at the close of last week, and the market was very active on Tuesday and Wednesday, caused by favourable advices from the Continental Bourses and a considerable demand from investors and speculators. Prices were maintained on Thursday and yesterday. The new Japanese loan has attained 2½ premium.

The prospectus of the Silber Light Company (Limited) has been issued, the capital consisting of £120,000, divided into 12,000 shares of £10 each, of which 8,000 are ordinary and 4,000 are deferred shares. It states "that the company is formed for the purpose of acquiring, from Mr. A. M. Silber, and working his patent rights for the United Kingdom, so far as regards improvements in lamps and apparatus for lighting purposes. These inventions are applicable for lighting towns, factories, private houses, railways, ships, and other places where a powerful, steady, and pure artificial light is required. This light is produced by either mineral or vegetable oils, as also by animal oils. In addition to the manufacture and supply of lamps under the patent processes, it is intended that the company shall sell every description of oil, and that all articles sold shall bear the company's trade mark as a guarantee of quality. The improved lamps and burners as applied to public uses have already given the greatest satisfaction, and are now in use on the Metropolitan ; the Great Eastern ; the North London ; the London, Chatham, and Dover ; and the Great Western Railways, where they may be seen ; and orders are now on hand for further supplies." The list for applications closes on Monday for London ; and on Tuesday for the country. The shares are quoted at three-quarters to one premium.

THE TREASURY DISALLOWANCES.—"An Attorney," writing to the *Times*, expresses his surprise that nothing has been said as to the allowances made for prosecutions at the quarter sessions. He says that in Glamorganshire, for the last twenty-five years a fee of £3 has been allowed to an attorney for each prosecution, but some economist at the Treasury has discovered that this rate of pay is excessive, and, against the opinion of the magistrates, the fee has been reduced to £1 11s. 6d. He gives the following account of what he did for this pittance at the recent quarter sessions:—"Attending at the magistrates' clerks' office for copy of depositions ; paid for same 9s. (this comes out of the £1 11s. 6d.) attending at the gaol to search for previous convictions, &c. ; attending at the Clerk of the Peace's office for subpœna for witness to prove previous convictions ; fair copy of subpœna and service on witness ; drawing indictment and engrossing same ; drawing brief and copying depositions on same ; attending the Clerk of the Peace with indictment ; attending counsel with brief; attending court with witnesses, one, two, or three days (average two days), attending each witness ; paying costs of attendance, and taking separate receipts, making two copies of bill of costs ; attending Clerk of the Peace therewith on taxation (this officer frequently disallows something that an attorney has been compelled to pay poor witnesses from a distance); attending County Treasurer, and obtaining amount of bill."

THE "TIMES" ON THE NEW SCHEME OF LEGAL EDUCATION.—Apart from the compulsory examination which the Inns of Courts could in common decency no longer refuse, the new scheme has all the vices of the old one, and some of its own to boot. It is to be administered by a Council of Eight instead of a Council of Sixteen, but the members of this Council are to be elected in the old way, and to represent the same interests as before. A slight increase is to be made in the salaries of the teaching staff, but five Professors are to do the work that was previously done by six readers, while rewards for ability and diligence are withdrawn from the students in all the departments of legal study save one. The teachers, too, are not to receive permanent appointments, but to be dismissible at the end of three years. Can anything be more inadequate? Here is a great profession, at the head of which stand powerful, irresponsible, self-elected corporations, administering immense revenues. After years of neglect these apathetic bodies are aroused by public indignation to do some small part of their duty. They offer to provide for the legal education of this great country something less than the average teaching staff of the Law Faculty in a third-rate German University. And it seems that there are people who will be content, for the time at least, with this. We are glad to believe that the Legal Education Association will not be so content, but, whether aided by ministers or not, will resolutely press on the question until they succeed in arousing the public to a sense of their rights and the Inns of Courts to a sense of their responsibilities.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

FOOKS—On Jan. 9th, at 35, Alma-square, St. John's-wood, the wife of Wm. Cracroft Fooks, Esq., LL.B., of the Middle Temple, barrister-at-law, of a daughter.

ROWLAND—On Sunday, Jan. 12th, at Hampton, the wife of F. A. A. Rowland, solicitor, of a daughter.

DEATH.

TOMLINSON—On Jan. 10th, at 3, Richmond-terrace, Whitehall, Thomas Tomlinson, Esq., of the Inner Temple, barrister-at-law, aged 78.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Jan. 10, 1873.

Cawley, Wm Wilkes, and Joseph Higgins Whatley, Gt Malvern, Attorneys and Solicitors. Dec 31

Winding up of Joint Stock Companies.

STANNARIES OF CORNWALL.

FRIDAY, Jan. 10, 1873.

East Providence Mining Company.—By an order made by the Vice Warden, dated Jan 8, it was ordered that the above company be wound up by this court. Hodge and Co, Truro, solicitors.

Great Western Mines Mining Company.—By an order made by the Vice Warden, dated Jan 8, it was ordered that the above company be wound up by this court; and Wm Watson, Plymouth, and John Hy Murchison, 8, Austin Friars, were appointed provisionally the official liquidators. Hodge and Co, Truro, agents for; Southgate, King's Bench walk, Temple, solicitor.

Friendly Societies Dissolved.

TUESDAY, Jan. 14, 1873.

Court Gigantea, No. 4542, Branch of the Ancient Order of Forester's Friendly Society, Coach and Horses Inn, Sedlescomb, Sussex. Jan 9

Economical Reform Benefit Society, Club Room, Walton, Suffolk. Jan 3

Morning Star United Sisters Friendly Society, Sea Lion Inn, Russell st, Leek, Stafford. Jan 7

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Jan. 10, 1873.

Clark, Wm Cosmo, Madras, East Indies, Merchant. April 15. Clark v Clark, V.C. Wickens. Austen and Co, Raymond bldgs, Gray's inn

Wood, Alex, Gloucester crescent, Regent's pk, Gent, Jan 31. Wood v Langlands, V.C. Wickens. Alley-Jones, Southampton bldgs

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Jan. 10, 1873.

Abbey, Joseph, Huddersfield, York, Retired Tradesman. March 10. Learoyd and Learoyd, Huddersfield

Baldwin, Wm Hy, Normanton, York, Hotel Proprietor. March 3. Terry and Robinson, Bradford

Bennett, Margaret, Cliftonville, Hove, Sussex, Widow. Feb 20. Underwood and Colman, Holles st, Cavendish sq

Blundell, Mary, York, Widow. Feb 11. Gray, York

Brooke, Joseph, Bollington, Cheshire, Esq. March 1. Wood, Manch

Durke, John, Saltley, nr Birm, Brickmaker, March 10. Saunders and Bradbury, Birm

Burson, Jas, Stoke Poges, Bucks, Yeoman. Feb 12. Woolls and Co

Carr, Jas, Millbank, Timber Merchant. Feb 21. Kempson and Co, Adingdon st, Westminster

Chubb, John, St Paul's Churchyard, Safe Manufacturer. March 3'. Ingle and Co, Threadneeele st

Cumbers, Mary Ann, Lambourne rd, Clapham. March 1. Kimber and Ellis, Lombard st

Edwards, Thos, Grandage, Lpool, Merchant. March 10. Houghton Lpool

Evans, Benj, Acre House, Brixton, Surgeon. March 1. Lilley, Trinity st, Southwark

Greenville, Thos Lowrie, Finborough rd, West Brompton. Feb 9 Davidson and Co, Basinghall st

Hancock, Peter, Cossington, Leicester, Miller. March 1. Stone and Billson, Leciester

Hare, John, Upper Grange rd, Bermondsey, Gent. Feb 28. Ingle and Co, Threadneedle st

Heaton, Thos, Kingston upon Hull, Publican. Feb 12. Rollit and Sons, Hull

Hotchkys, Gertrude Eliz, Cheltenham, Widow. March 1. Winterbotham and Co, Cheltenham

Hughes, Sarah, Lpool, Brassfounder. Feb 15. Kent, Lpool

Jacobs, Ephraim, Sandys row, Spitalfields, Publican. Feb 1. Montagu, Bucklesbury

Kaye, John, Denby Grange, Kirkheaton, York, Farmer. March 31. Moseley, Huddersfield

Lack, John Williams, Plymouth, Devon, Chemist. Feb 15. Greenway and Adams, Plymouth

Leeson, Hy Beaumont, Bonchurch, I of W, Doctor. March 1. Bridges and Co, Red Lion sq

Little, Hy, Stourport, Worcester, Gent. March 1. Watson, Stourport

Lowe, Geo Cliff, Manch, Electrician. March 1. Wood, Manch

Male, Matthew Trevan, Bath, Somerset, Wesleyan Minister. Feb 28 Ingle and Co, Threadneedle st

Overall, Jas, Tyldesley with Shackerley, Lancashire, Gent. Feb 10 Holden and Holden, Bolton

Pateman, Eliz Fossey, Langford, Bedford. March 10. Chapman, Biggleswade

Phillips, John, Meppershall, Bedford, Farmer. March 10. Chapman, Biggleswade
Roobottom, Geo Anthony, Yoxall, Stafford, Licensed Victualler. Feb 8. Barnes and Russell, Litchfield
Sabel, Frederic, Croydon, Surrey, Merchant. Feb 25. Hillyer and Co, Fenchurch st
Saunders, Thos, Oxford, Coach Builder. Feb 8. Hazel and Baines, Oxford
Simon, Julius, Leeds, Merchant. April 1. Turner, Leeds
Tuke, Jas, Kingston upon Hull. March 31. Smith, Kingston upon Hull
Ward, Hy, Lincoln's inn fields, Esq. March 1. Tamplin and Co, Fenchurch st
Widdowson, Geo, Strand. March 1. Tamplin and Co, Fenchurch st
Wilson, Sarah Whittaker, Derby. March 5. Heaven and Bowman, Bristol

Bankrupts.

FRIDAY, Jan. 10, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Barker, John, Abbeydale, Derby, Farmer. Pet Jan 7. Wake. Sheffield, Jan 23 at 12
Couldwell, Chas, Seacombe, Cheshire, Plumber. Pet Jan 7. Wason. Birkenhead, Jan 24 at 10
Eggleston, Jas, Wakefield, York, Provisson Dealer. Pet Jan 8. Mason. Wakefield, Jan 22 at 11
Griffith, Thos, Carnarvon, Licensed Victualler. Pet Jan 3. Jones. Bangor, Jan 20 at 11 30
Schiff, Louis, Emson terrace, Forest hill, Cigar Manufacturer. Pet Jan 7. Pitt-Taylor. Greenwich, Jan 28 at 2
Squire, Lovell, jun, Falmouth, Corn Merchant. Pet Jan 6. Chilcott. Truro, Jan 22 at 11.30
Stansfield, Jonathan, Barrowford, Lancashire, Grocer. Pet Jan 7. Hartley. Burnley, Jan 24 at 3
Warrener, Thos, Darlington, Durham, Grocer. Pet Jan 7. Crosby. Stockton-on-Tees, Jan 22 at 12

TUESDAY, Jan. 14, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Laing, John Wm, Kensington gdns sq, no trade. Pet Jan 9. Pepys Jan 28 at 11
Mascord, Thos, Bishopsgate st Without, Plumber. Pet Jan 9. Spring-Rice. Jan 30 at 12

To Surrender in the Country.

Bisborough, John, and Joseph Clarkson Hopwood, Manch, Boot Merchants. Pet Jan 9. Kay. Manch, Jan 30 at 9.30
Crixton, Matilda Eliz, Manch, Poultry Dealer. Pet Jan 10. Kay. Manch, Feb 5 at 12
Glover, Wm Morris, Middlesbrough, York, Druggist. Pet Jan 9. Crosby. Stockton-on-Tees, Jan 28 at 12
Laidler, John, Lowick, Northumberland, Grocer. Pet Jan 9. Mortimer. Newcastle, Jan 28 at 11.30
Rogers, John Wm, Carnarvon, Draper. Pet Jan 8. Jones. Bangor. Jan 27 at 3
Sparks, Joseph, Hastings, Sussex, Coal Merchant. Pet Jan 11. Young. Hastings, Jan 27 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, Jan. 10, 1873.

Cuthbertson, John, Fras Joseph Forster, and Wm Mawson, Newcastle-upon-Tyne, Glass Bottle Manufacturers. Dec 23
Roberts, Saml, Lpool, Flour Dealer. Jan 6
Yeamans, Fras Watts, Nottingham, Woollen Merchant. Dec 31

TUESDAY, Jan. 14, 1873.

Avann, Robt, Canterbury, Fellmonger. Jan 10

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

TUESDAY, Jan. 7, 1873.

Abbey, Wm, Manch, Provision and Cigar Merchant. Jan 22 at 3, at offices of Leigh, Brown st, Manch
Agate, John, Slaugham, Sussex, Farmer. Jan 28 at 2, at the King's Head, Horsham. Black and Co, Brighton
Andrew, Chas, Nottingham, Warehouseman. Jan 21 at 12, at office of Heath, St Peter's Church walk, Nottingham
Bailey, Hiram, Bingley, York, Plasterer. Jan 17 at 2, at offices of Robinson and Robinson, North st, Keighley
Burchett, Ernest Fredk, High Holborn, Tobacconist. Jan 15 at 12, at offices of Scoles, Rugby chambers, Chapel st, Bedford row
Caton, Hy, Garlick hill, Compositor. Jan 20 at 1, at office of Barron, Queen st, Cannon st
Champion, Chas Earn, Clapham Pk rd, Grocer. Jan 17 at 2, at office of Slater and Pannell, Guildhall chambers, Basinghall st. Hewitt, Nicholas lane
Chapple, John Ashton, Northam, Devon, Butcher. Jan 28 at 11.30, at offices of Jones, New rd, Bideford. Thorne, Barnstaple
Cheetham, Thos, and Saml Alex Renshaw, Nottingham, Hosiers. Jan 20 at 11, at the School Board room, Imperial bldgs, Victoria st, Nottingham. Burton and Co
Claydon, Fredk, Wick rd, South Hackney, Greengrocer. Jan 15 at 3, at offices of Thwaites, Basinghall st. Dobie, Basinghall st
Collins, Mark, Lowermarsh, Lambeth, Shopman. Jan 20 at 11, at offices of Hyman, Lambs Conduit st, Red Lion sq. Lind
Curtis, Oliver Cromwell, St George's, Gloucester, Grocer. Jan 20 at 2, at offices of Collins, Broad st, Bristol. Beckingham, Bristol
Derrington, Wm, Francis, Trafalgar sq, Pk rd, Peckham, Grocer. Jan 17 at 2, at offices of Holmes, Fenchurch st
Dray, Edwd, Warehorne, Kent, Coal Merchant. Jan 22 at 3, at the Queen's Hotel, Hastings. Hallett and Co
Dromtra, Fredk Wm Constantine, Eastborne, Sussex, out of business. Jan 21 at 11, at the Crown Hotel, Lewes. Blaker
Durrant, John Robt, Gt Yarmouth, Norfolk, Fish Curer. Jan 23 at 12, at offices of Blake, Hall Quay chambers, Gt Yarmouth. Holt, Gt Yarmouth
Easton, Wm, Gateshead, Durham, Mould Maker. Jan 21 at 12, at offices of Robson, Townhall, Gateshead
Egerton, Seymour John Grey, Onslow gdns. Jan 16 at 2, at the Cannon st Hotel. Young and Co, Fredericks pl, Old Jewry
Evans, Fredk Wm, Tredegar, Monmouth, Chemist. Jan 20 at 11, at offices of Harris, Morgan st, Tredegar
Mau, Adolph, Newcastle upon Tyne, Merchant. Jan 17 at 12, at offices Hoyle and Co, Mosley st, Newcastle upon Tyne
Goodwin, John, Lilypot lane, Glove Manufacturer. Jan 23 at 12, at the Guildhall Tavern, Gresham st, Wild and Co, Ironmonger lane, Cheapside.
Green, Thos, jun, Newport, I of W, Chimney Sweep. Jan 21 at 2, at office of Hooper, High st, Newport
Griffiths, Thos Jones, Shrewsbury, Salop, Builder. Jan 16 at 11, at office of Morris, Swan Hill, Shrewsbury
Grossman, Simon, Birm, Clothier. Jan 16 at 4, at offices of Parry, Bennett's hill, Birm
Guthrie, Alex, Poynder's rd, Clapham pk, Gent. Jan 21 at 3, at offices of Lewis and Lewis, Ely pl, Holborn
Hammond, Benj, Alverstoke, Hants, Furniture Dealer. Jan 23 at 1, at offices of Nicholls and Leatherdale, Old Jewry chambers. Swayne, Southampton
Heath, Edwin, Birm, Grocer. Jan 20 at 11, at offices of Southall and Co, Newhall st, Birm
Hendler, August, Kingston-upon-Hull, Cabinet Maker. Jan 17 at 11, at offices of Carlill and Burkinshaw, Parliament st, Kingston-upon-Hull. Moss and Co, Hull
Heynes, Chas Beaufoy, Brecon, Cider Store Keeper. Jan 20 at 3, at office of Games, Brecon
Hingston, John, and John Ellis, Chippenham mews, St Peter's pk, Paddington, Carpenters. Jan 14 at 3, at offices of Marshall, Lincoln's inn fields
Hodgskin, Herbert, Crayford, Kent, Grocer. Jan 20 at 12, at offices of Bath and Co, King William st. Carter and Bell, Leadenhall st
Hudson, Jas, Joseph Hudson, and Joel West, Dudley hill, nr Bradford, York, Card Makers. Jan 22 at 11, at offices of Watson and Dickons, Victoria chambers, Market st, Bradford
Hughes, Joseph, Lower Broughton, Manch, Builder. Jan 27 at 4, at offices of Addleshaw, King st, Manch
Hunt, Martin, Newcastle-upon-Tyne, Grocer. Jan 20 at 12, at offices of Hoyle and Co, Mosley st, Newcastle-upon-Tyne
Jackson, Jas, John Edwd Mould, and Robt Boardman, Dearnley, nr Littleborough, Lancashire, Builders. Jan 22 at 2 15, at the Reed Hotel, Yorkshire st, Rochdale. Eastwood, Todmorden
Jackson, Robt, Cleckheaton, York, Draper. Jan 17 at 11, at offices of Berry and Robinson, Charles st, Bradford
Johnson, Chas, Halifax, York, Stuff Manufacturer. Jan 23 at 3, at offices of Storey, Cheapside, Halifax
Jones, Hy, Wellington, Salop, Bootmaker. Jan 17 at 2, at offices of Hiatt, King st, Wellington
Knight, Chris, Lamborne, Berks, Trainer of Race-horses. Jan 18 at 11, at the White Hart Hotel, Market pl, Newbury. Cave, Newbury
Matthews, Mary, Hedon, York, Publican. Jan 21 at 1, at offices of Watson and Son, Parliament st, Kingston-upon Hull
Morgan, Hy, jun, Birm, Fish Curer. Jan 21 at 3, at offices of Lowe, Temple st, Birm
Murrow, Wm Hy, Shepton Mallet, Somerset, Plumber. Jan 18 at 12, at offices of Hobbs, Wells
Nicholson, Geo. Lpool Grocer. Jan 20 at 2, at offices of Gibson and Bolland, South John st, Lpool. Worship and Crozier, Lpool
Newton, Peter, and Matthew Newton, Manch, Spinners. Jan 21 at 3, at the Clarence Hotel, Spring gdns, Manch. Ashworth and Inman, Manch
O'Malley, Joseph, Whitehaven, Cumberland, Innkeeper. Jan 21 at 11, at offices of Atter, New Lowther st, Whitehaven
Peter, Geo, Chapel st, Curtain rd, Shoreditch, Manufacturer. Jan 16 at 1, at offices of Ager, Barnard's inn, Holborn. Roberts, Spring gdns, Whitehall
Pointer, Wm, Norwich, Coal Merchant. Jan 15 at 12, at offices of Coaks, Bank plain, Norwich
Pratt, Wm Hy, Radford, Notts, Machine Builder. Jan 17 at 12, at offices of Belk, High pavement, Nottingham
Prior, John, High Holborn, Stationer. Jan 30 at 3, at offices of Heathfield, Lincoln's inn, fields
Rees, Wm Morgan, Neath, Glamorgan. Ironmonger. Jan 20 at 2, at Dyffryn chambers, Neath. Kempthorne
Rutter, Thos, Aine Hill, Warwick, Farmer. Jan 18 at 11, at offices of Jones, Alcester
Sandbach, Joseph, Manch, Merchant. Jan 29 at 3, at the Clarence Hotel, Spring gdns, Manch. Sale and Co, Manch
Savil, Wm, Church row, Bethnal green rd, Dining Table Manufacturer. Jan 18 at 3, at offices of Thwaite, Basinghall st. Dobie, Basinghall st
Shortell, Chas, and Richd Kirkup, Hastings, Sussex, Plumbers. Jan 22 at 2, at offices of Miller and Miller, Sherborne lane, King William st. Norris
Spir, John, Sheffield, Coal Dealer. Jan 20 at 4, at offices of Clegg and Son, Bank st, Sheffield
Sterdman, Geo Thos, Coleman st, Solicitor. Jan 14 at 3, at offices of Pain, Wormwood st
Tomlinson, Wm Hy, Eckington, Derby, Grocer. Jan 21 at 3, at offices of Dee, Fig tree chambers, Sheffield
Waterson, John, Birm, Chemist. Jan 20 at 11, at offices of Davies, Bennett's hill Birm
Whiting, Geo Edwd, Landport, Hants, Licensed Victualler. Jan 21 at 3, at offices of Blake, Union st, Portsea
Wood, Timothy Ward, and Geo Price, Newark upon Trent, Nottingham, Corn Merchants. Jan 23 at 12, at the Ram Hotel, Newark-upon Trent. Wallis
Worrill, Jas Curzon, Wakefield, York Grocer. Jan 18 at 11, at offices of Fernandes and Gill, Cross sq, Wakefield.

FRIDAY, Jan. 10, 1873.

Appleford, Alfd Francis, Copenhagen pl, Salmon's lane, Limehouse, out of business. Jan 18 at 3, at offices of Cogswell, Gracechurch st. Daniel

Arrowsmith, Saml Boulderstone, Lpool, Ironfounder. Jan 23 at 3, at offices of Vine, Cable st, Lpool. Ritson, Lpool

Aveyard, Robt, Stockport, Boot Maker. Jan 22 at 11, at the Royal Hotel, Crewe. Johnston, Stockport

Badcock, Benj, Rye Farm, Culham Oxford, Farmer. Jan 23 at 11, at the Crown and Thistle Hotel, Bridge st, Abingdon. Graham, Abingdon

Balls, Jas Elmar, Gt Yarmouth, Norfolk, Hotel Keeper. Jan 25 at 2, at office of Palmer, Redwell st, Norwich

Barlow, Ebenezer, Huddersfield, York, Oil Merchant. Jan 21 at 3, at offices of Sutton and Harding, Brown st, Manch. Barker and Sons, Huddersfield

Barnett, Ann, Weymouth Dorset, Grocer, Jan 28 at 2, at the Auction Mart, Market st, Melcombe Regis. Howard, Melcombe Regis

Bell, Robt, Lpool, Boot Maker. Jan 24 at 3, at office of Harper, Cable st, Lpool

Bell, Wm Hudson, James st, Brecknock rd, Licensed Victualler. Jan 23 at 2, at 29, Carter lane, Doctors' commons. Rashleigh, Gracechurch st

Bertenshaw, Thos, and Geo. Bertenshaw, Droylsden, Lancashire, Hat Manufacturers. Jan 27 at 3, at offices of Duckworth, Brown st, Manch

Bilsborough, John, Manch, Boot Factor. Jan 24 at 3, at offices of Leigh, Brown st, Manch

Bullin, Sarah, Lower Seymour st, Chemist. Jan 24 at 3, at offices of Blachford and Riches, Gt Swan alley, Moorgate st

Cheyney, Jas, Downton, Wilts, Relieving Officer. Jan 23 at 12, at the Market House, Salisbury. Hodding, Salisbury

Davies, John, and Geo Davies, Tipton, Stafford, Engineers. Jan 23 at 2, at the Queen's Hotel, Birm. Duignan and Co, Wallsall

Dew, Sarah, Hitchin, Hertford, Boot Maker. Jan 22 at 2, at the Lamb Hotel, Ely. Clabburn, Norwich

Dowdeswell, John Arthur, Ashborne, Derby, Brewery Commission Agent. Jan 20 at 2, at the White Hart Inn, Ashborne. Holland, Ashborne

Duncan, Chas, Bolton le-Moors, Lancashire, Grocer. Jan 28 at 4, at offices of Addleshaw and Warburton, King st, Manch

Eggleton, Elijah, Brixton rd, Painter. Jan 28 at 2, at Dyers' Hall, Dowgate st. Batt

Emmerson, Geo, Dunston, Durham, Wood Turner. Jan 20 at 2, at offices of Hoyle and Co, Mosley st, Newcastle upon Tyne

Faulkner, Wm, Abingdon Berks, Publican. Jan 22 at 2, at the Red Cow, Bath st, Abingdon. Thompson, Oxford

Findlay, Jas, Pembroke Dock, Pembroke, Dealer in Glass. Jan 21 at 1, at the Guildhall, Carmarthen. Parry, Pembroke Dock

Flanagan, Patrick, Dudley, Worcester, Furniture Dealer. Jan 24 at 3, at offices of Stokes, Priory st, Dudley

Gabbott, Wm, Blackburn, Lancashire, Draper. Jan 28 at 2, at the Old Bull Hotel, Church st, Blackburn. Swift, Blackburn

Grace, Francis, Oxford, Veterinary Surgeon. Jan 25 at 2, at the Anchor Hotel, New rd, Oxford. Maniere, Gray's inn sq

Green, John, Little Hall, Lincoln, General Dealer. Jan 23 at 2, at the Cars' Arms Inn, Sleaford. Dyer

Groves, Geo, Scarborough, York. Haberdasher. Feb 2 at 3, at office of Williamson, Newborough st, Scarborough

Gunston, Alld Hill, Metropolitan Meat Market, Meat Salesman. Jan 24 at 11, at offices of Pearce and Son, Giltspur st

Gurney, Arthur Lamb, North Woolwich rd, Cheesemonger. Jan 20 at 1, at offices of Blachford and Riches, Gt Swan alley, Moorgate st

Hammond, Eli, Openshaw, Lancashire, Grocer. Jan 28 at 2, at office of Mann, Marsden st, Manch

Harris, Joseph, Newbold on Stour, Worcester, Licensed Victualler. Jan 24 at 12, at offices of Duke, Christ Church passage, Birm

Hill, John, Milton st. Jan 27 at 2, at offices of Lees, King st, Wigan

Inkpen, Benj, Adinger, Surrey, Builder. Jan 20 at 12, at the White Horse Hotel, Dorking. Marten, Dorking

Ivins, Chas, Tutshill, Gloucester, Butcher. Jan 28 at 3, at offices of Lane, Lion chambers, Broad st, Bristol

Jackson, James, John Edwd Mould, and Robt Boardman, Dearnley, nr Littleborough, Lancashire, Builders. Jan 22 at 3 15, at the Reed Hotel, Yorkshire st, Rochdale. Eastwood, Todmorden

Jones, John Hy, Hitchin, Hertford, Attorney's Clerk. Jan 22 at 3, at the Havelock Hotel, Hastings

Jones, Margaret, Ddol, Cwm, Penmachno, Carvarvon, Provision Dealer. Jan 24 at 2, at office of Roberts, Four Crosses, Festiniog

Keane, John Richd Ratcliff, Edwd Keane, and Thos Hy Potter, Gt St Helen's, Stock and Share Brokers. Jan 22 at 2, at the Guildhall Coffee House, King st. Buckler and Co, Fenchurch st

Lewis, Francis, Salford, Lancashire, Butcher. Jan 27 at 4, at offices of Cobbett and Co, Brown st, Manch

Lonsdale, Richd, Cable st, St George's in the East, Cheesemonger. Jan 16 at 3, at Mullen's Hotel, Ironmonger lane. King, Skinner's pl, Snow lane

Lyon, Thos Hy, Kingston upon Hull, Insurance Agent. Jan 20 at 3, at offices of Summers, Manor st, Kingston upon Hull

Manning, Joseph, Birkenhead, Cheshire, Pork Butcher. Jan 22 at 3, at offices of Mawson, Duncan st, Birkenhead

Markham, Thos, Manch, Picture Frame Manufacturer. Jan 24 at 2.30, at offices of Marriott and Woodall, Norfolk st, Manch

Marlow, Joseph, Birm, Hatter. Jan 20 at 3, at offices of Parry, Bennett's hill, Birm

Masters Jas, Batley, York, Draper. Jan 27 at 3, at the Black Bull Inn, Mirfield. Barber, Brighouse

Masterson, Geo Wm, Cambridge, Dyer. Jan 23 at 11, at offices of French, St Andrew's hill, Cambridge

Michell, Hy, Aberystwith, Cardigan, Hotelkeeper. Jan 24 at 11, at the Skinners' Arms Hotel, Pier st, Aberystwith. Jones, Aberystwith

Money, Jason, King's rd, Chelsea, Greengrocer. Jan 21 at 3, at offices of Lewis, Hatcroft gdn, Holborn

Naire, Robt Farquharson, Manch, Dyer. Jan 22 at 3.30, at offices of Williamson, Market st. Gill, Lpool

Nettelbladt, Waldemar, Porteus rd, Paddington, Mercantile Clerk. Jan 17 at 3, at offices of Lewis, Gray's inn. Seale

Nichols, Sarah, Iron Acton, Gloucester, Saddler. Jan 24 at 11, at offices of Bush and Ray, Bridge st, Bristol

Ostle, Hy, Dearham, Cumberland, Blacksmith. Jan 23 at 11, at offices of Collin, John st, Maryport

Ridgway, Thos Ralph, Wilmington, Sussex, Saddler. Jan 27 at 2, at offices of Rogers and Co, Cursitor st, Chancery lane. Belmore

Proctor, Wm, Powley, South Shields, Durham, Ship Chandler. Jan 21 at 12, at offices of Purvis, King st, South Shields

Pugh, Joseph, Oldbury, Worcester, Painter. Jan 29 at 11, at offices of Shakespere, Church st, Oldbury

Thickett, Benj, Barnsley, York, Shopkeeper. Jan 27 at 11, at offices of Dibb, Regent st, Barnsley

Rigby, Jas, Ashton in Mackerfield, Lancashire, Watchmaker. Jan 27 at 11, at office of Lees, King st, Wigan

Snowden, Jas, Preston, Lancashire, Draper. Jan 23 at 2, at offices of Edleston, Winckley st, Preston

Stewart, David, Oxford, Draper. Feb 1 at 11, at offices of Mallam, High st, Oxford

Taylor, Alexander Mitchell, and Wm Macdonald Cameron, Lombard st, Financial Agents. Jan 23 at 12, at offices of Kemp and Ford, Walbrook. Wainwright, Staple inn

Thomas, David Richd, Asylum rd, Peckham, Grocer. Jan 24 at 2, at offices of Izard and Betts, Eastcheap. Carter add Bell, Leadenhall st

Turnbull, Francis, Scarborough, York, Painter. Jan 24 at 3, at 46, St Thomas st, Scarborough

Venables, Wm, Moss, nr Wrexham, Denbigh, Grocer. Jan 24 at 12, at 1, Henblas st, Wrexham. Jones

Watson, Archer, Margate, Kent, Coach Builder. Jan 21 at 3, at offices of Sankey and Co, Cecil sq, Margate

Wellon, Saml, Birm, Journeyman Bootmaker. Jan 20 at 10, at offices of East, Colmore row, Birm

Westall, Wm, Bury, Manch, Dyer. Jan 22 at 3.30, at office of Williamson, Manch. Partington and Allen, Manch

Wharton, Wm, Sheffield, Iron and Metal Broker. Jan 20 at 3, at office of Broomhead and Co, Bank chambers, George st, Sheffield

White, Geo, King's rd, Chelsea, Boot Maker. Jan 28 at 3, at the Mason's Tavern, Mason's avenue, Basinghall st. Watson, Basinghall st

Whittaker, Wm Thos, Wakefield, York, Ironmonger. Jan 23 at 11, at the Manor House Inn, Manor ct, Westgate, Wakefield. Longbottom

Wilhelms, Krozinstri, Bishop's rd, of no occupation. Jan 20 at 4, at offices of Gribble, Marylebone rd

Willes, Saml, Allen rd, Stoke Newington, Baker. Jan 27 at 2, at the Mason's Hall Tavern, Mason's avenue, Coleman st. Holmes, Finsbury pl, Louth

Williamson, John Austin, Regent st, Coal Merchant. Jan 21 at 2, at office of Holmes, Fenchurch st

TUESDAY, Jan. 14, 1873.

Allen, Chas, Smalley, Derby, Joiner. Jan 31 at 3, at offices of Heath, Amber alley, Derby

Alman, Thos, Ashton-under-Lyne, Lancaster, Hosier. Jan 30 at 4, at offices of Addleshaw and Warburton, King st, Manchester

Anderson, Thos, Melcombe Regis, Dorset, Auctioneer. Jan 28 at 4, at the Auction Mart, Market st, Manchester. Howard, Melcombe Regis

Andrews, Geo Hy, Lambs Conduit st, Tailor. Jan 27 at 11, at offices of Scoles, Rugby chambers, Chapel st, Bedford row

Ashworth, Edwin, Rochdale, Lancashire, Fulling Miller. Jan 27 at 11, at offices of Standring, The Butts, Rochdale

Babcock, Richd, and Wm Gentry Badcock Bingham, Abingdon, Berks, Auctioneers. Feb 5 at 2, at the Guildhall Coffee house, Gresham st. Chidley, Old Jewry

Ball, Joseph, Aldermanbury, Dealer in Fancy Articles. Jan 27 at 3, at offices of Stocken and Jupp, Leadenhall st

Banning, James, Stretford, Lancashire, Bookkeeper. Jan 29 at 1, at offices of Mann, Marsden st, Manchester

Bassett, Thos, Wolverhampton, Stafford, Hosier. Jan 23 at 9, at offices of Stratton, Queen st, Wolverhampton

Beckett, Hy John, Red Lion ct, Cannon st, Silk Agent. Jan 23 at 2, at the Guildhall Tavern, Gresham st. Lane, Gresham bldgs

Beckton, Thos, and Llewellyn Makin, Oldham, Lancashire, Cotton Spinners. Jan 30 at 3, at the Clarence Hotel, Spring gdns, Manchester. Sale and Co, Manchester

Bestwick, Wm, and Thos Bestwick, Manchester, Smallware Manufacturers. Jan 27 at 3, at offices of Grundy and Coulson, Booth st, Manchester

Bingham, John, Rotherham, York, Grocer. Jan 24 at 2, at the Ship Hotel, Westgate. Hoyle, Rotherham

Blackwell, Argent, Lpool, Licensed Victualler. Jan 27 at 2, at offices of Crang, Church st, Lpool

Blandford, Thos, Lpool, Licensed Victualler. Jan 25 at 12, at offices of Etty, Lord st, Lpool

Bridge, John, London st, Clock Maker. Jan 22 at 11, at the Mullens' Hotel, Ironmonger lane. Butterfield, Ironmonger lane

Casey, Wm John, Morville st, Tredegar rd, Bow, Jeweller. Jan 29 at 10, at offices of Dobson, Southampton bldgs.

Clark, Christopher Job, Marshfield, Gloucester, Miller. Jan 25 at 12, at offices of Gill and Bush, Miles's bldgs

Clayton, Stephen Ledgeard, Kingston-upon-Hull, out of business. Jan 27 at 12, at offices of Jacob, County bldgs, Kingston-upon-Hull

Cochrane, Wm, York, Tailor. Jan 28 at 11, at offices of Crumbie, Stonegate, York

Cook, Charles, Brownlow rd, Queen's rd, Dalston, Builder. Jan 17 at offices of Simmons, New Bridge st, Blackfriars. Bliton

Cooper, Jas Howlett, Norwich, Grocer. Jan 22 at 3, at offices of Stanley, Bank-plain, Norwich

Darlow, Geo Sheffield, Builder. Jan 27 at 4, at offices of Binney and Sons, Queen st, Sheffield

Dobbie, John, Middleham, York, Innkeeper. Jan 31 at 10, at the Golden Lion Hotel, Narthallerton. Walstell

Eckersall, Jas, March, Shirt Manufacturer. Jan 29 at 3, at offices of Gardner and Horner, Cross st, Manch

Ellis, Jas, Leeds, Plumber. Feb 5 at 12, at offices of Pullan, Bank-chambers, Park-row, Leeds

Everall, John Edwd, Wem, Salop, Tanner. Jan 27 at 11, at offices of Morris, Swan-hill, Shrewsbury

Foan, Walter, Bradford Abbas, Dorset, out of business. Jan 30 at 11, at the Mermaid Hotel, Yeovil. Howard, Melcombe Regis

Forbes, Jas Ashburn, Ramsgate, Kent, Tobacconist. Jan 23 at 1, at offices of Towne, Grosvenor-place, Margate

Foreman, Fredk, Warminster, Wilts, Farmer. Jan 30 at 3, at offices of Dunn and Payne, King st, Frome

Frielinghaus, Chas, Fore st, Moorgate. Commission Agent. Jan 31 at 3, at the Mason's Hall Tavern, Mason's Avenue, Basinghall st. Turnbull, St. George's rd, Regent's Park

Fryer, Geo, Huntspill, Somerset, Blacksmith. Jan 22 at 11, at offices of Essery, Guildhall, Broad st, Bristol

Gale, Henry, Old Fish st, Leather Warehouseman. Jan 29 at 3, at offices of Knight, Newgate st

Gibson, Saml, Scarborough, York, Tallow Chandler. Jan 24 at 2, at office of Hick, Elders st, Scarborough

Giffard, Fredk, Gresham bldgs, Basinghall st, Surveyor. Jan 27 at 2, at offices of Harcourt and Macarthur, Moorgate st

Green, Henry, Fulham rd, Brompton, Cheesemonger. Jan 27 at 2, at office of Brown, Basinghall st

Green, John, Little Hale, Lincoln, General Dealer. Jan 23 at 2, at the Cars' Arms Inn, Sleaford. Dyer

Green, William, Manch, Labourer. Jan 27 at 11, at offices of Duckworth, Brown st, Manch

Gregory, Joseph, jun, Lpool, Coal Dealer. Jan 29 at 2, at office of Nordon, Cook st, Lpool

Hall, Edwd Jas, Minories, Ironmonger. Jan 27 at 2, at offices of Sawyer, Adelade pl. Bannister and Robinson, Rectory House, St. Martin's lane

Hammond, Wm, Birm, Butcher. Feb 5 at 11, at offices of Powell, Clarendon chambers, Temple st, Birm

Harris, Phillip, Oakely-crescent, City rd, out of business. Jan 30 at 3, at office of Barnard, White Lion sq, Norton Folgate

Hearn, Jas, Essendon, Hertford, Baker. Jan 29 at 2, at offices of Armstrong, Hertford

Heggarth, David Alex, Lorrimore rd, Walworth, Grocer. Jan 30 at 3, at the Guildhall Coffee House, Gresham st. Piesse and Son, Old Jewry chambers

Howe, Wm, Melcombe Regis, Dorset, Pastrycook. Jan 23 at 12, at the Auction Mart, Market st, Melcombe Regis, Howard, Melcombe Regis

Johnson, John, Hanley, Stafford. Boot Dealer. Jan 21 at 10.30, at the County Court Offices, Cheapside, Hanley. Stevenson, Hanley

Jones, Danl, Chorton-upon-Medlock, Manch, Baker. Jan 29 at 3, at offices of Cobbett and Co, Brown st, Manch

King, Alfd, Birm, Draper. Jan 24 at 3, at office of Stubbs, Waterloo st, Birm

Klein, Hermann, Bentinck st, Manchester sq, Scholastic Agent. Jan 30 at 3, at office of Brighten, Bishopsgate st Without

Learmouth, Wm, Aldermanbury. Jan 24 at 11, at office of Haigh, jun, King st, Cheapside

Lock, John Jas, High st, Woolwich, out of business. Jan 27 at 2, at office of Manicre, Gray's Inn sq

Locke, Wm. John st, Vassal rd, North Brixton, Cowkeeper. Jan 24 at 3, at office of Ody, Trinity st, Southwark

Lucas, Fras, St John st rd, Clerkenwell, Fancy Cabinet Maker. Jan 21 at 3, at office of Marshall, Lincoln's inn fields

Marcus, Pierre Danl, and Chas Wm Marcus, Lpool, Comm Merchants. Jan 28 at 2, at office of Etty, Lord st, Lpool

Margetts, Edwd Burge, High st, South Norwood, Grocer. Jan 15 at 2, at offices of Wood and Harris, Basinghall st

Millons, Wm, Newcastle-upon-Tyne, out of business. Jan 30 at 12, at offices of Chartres and Youll, Central bldgs, Grainger st, West, Newcastle-upon-Tyne

Murdin, Saml, Roade, Northampton, Bookseller. Jan 22 at 3, at the Chamber of Commerce, Corn Exchange, Northampton. Walker, Northampton

Palmer, Francis Kent, Lpool, Shawl Dealer. Jan 30 at 2, at 8, York st, Manch. Hughes, Lpool

Peters, John, Sparabrook, nr Birm, Commercial Traveller. Jan 29 at 3, at offices of Duke, Christ Church passage, Birm

Pike, Chas, Blandford, Dorset, Builder. Jan 30 at 2, at offices of Coxwell and Co, Gloucester sq, Southampton

Ratliff, Thos, Union ct, Old Broad st, Silk Agent. Jan 31 at 2, at offices of Lovelock, Coleman st. Starkey, Angel ct, Throgmorton st

Rawll, Geo John, Leeds, Provision Dealer. Jan 19 at 12, at offices of Fretson, Park st, Leeds

Reynolds, Walter, City rd, Hair Merchant. Jan 25 at 12, at offices of Kent, Basinghall st. New, Basinghall st

Ruffell, Thos, Norfolk rd, Essex rd, Islington, Bricklayer's Foreman. Jan 21 at 12, at office of Marshall, Hatton gdn

Sargent, Wm, Bath, Saddler. Jan 23 at 2, at offices of Pocock and Sons, Union st, Bath. Shrapnell, Bradford

Saunders, Hy, Roehampton, Surrey, Builder. Jan 24 at 3, at the Guildhall Tavern, Gresham st. Ditton, Ironmonger lane

Saunderson, Thos, Nottingham, Hosier. Jan 27 at 12, at offices of Parsons and Bright, Eldon chambers, Wheeler gate

Sellar, Alexander, Reading, Berks, Silversmith. Jan 23 at 11, at office of Blandy, Friar st, Reading

Shaw, Luke, Elland, York, Woollen Manufacturer. Jan 28 at 11, at offices of Norris and Co, Crossley st, Halifax

Smith, Elijah, Stourbridge, Worcester, Shoe Dealer. Jan 27 at 2, at the Acorn Hotel, Temple st, Birm. Gould and Elcock, Stourbridge

Smith, Wm, Aston, Warwick, Licensed Victualler. Jan 27 at 11, at office of Shakespere, Church st, Oldbury

Sparling, John Alexander, Chalford, Gloucester, Silk Throwster. Jan 29 at 1, at the Guildhall Coffee House, Gresham st. Warman, Stroud

Spence, Joseph Thos, Leather lane, Holborn, Packing Case Maker. Jan 24 at 2, at offices of Webb, Euston rd

Spyer, Jas, Billiter st, Custom House Agent. Jan 24 at 12, at offices of Miller and Smith, Salters' hall ct, Cannon st

Tennant, Wm, Old Brompton, Kent, Eating house Keeper. Jan 27 at 2, at 43, High st, Old Brompton. Paterson, Bouverie st, Fleet st

Thomas, Jeremiah Lewis, Tredegar, Monmouth, Grocer. Jan 27 at 3, at the King's Head Hotel, Newport. Harris, Tredegar

Toller, Wm, Roman rd, Barnsbury, Baker. Jan 23 at 2, at offices of Marshall, Hatton gdn

Tull, Wm, The Grove, Hammersmith, Gent. Jan 30 at 3, at offices of Lumley and Lumley, Conduit st, Bond st

Vivanti, Anselmo, Jeffery's sq, Saint Mary Axe, Merchant. Feb 3 at 2, at offices of Pritchard and Englefield, Painter's Hall, Little Trinity lane

Warren, Hy, Stockport, Chester, Beerhouse Keeper. Jan 24 at 3, at office of Marsh, Vernon st, Stockport

Watterson, James Stephen, York, Lodging house Keeper. Jan 28 at 2, at offices of Watts, Huntriss row, Scarborough

West, Wm John, Adrian ter, West Brompton, Fruiterer. Jan 27 at 12, at offices of Copp, Essex st, Strand

Whillier, Wm Hamlet, Landport, Hants, Builder. Jan 27 at 4, at office of Paice, Commercial rd, Landport. King, Portsea

Williams, Edwd, Abingdon, Berks, Builder. Feb 6 at 2, at the Guildhall Coffee house, Gresham st. Chidley, Old Jewry

Wilson, Richd, Lpool, Fish Curer. Jan 29 at 3, at office of Nordon, Cook st, Lpool

Wood, Gabriel, Haydon Bridge, Northumberland, Station Master. Jan 27 at 12, at the Railway Station, Haydon Bridge, Lockhart, Hexham

Wood, Wm, Nottingham, Soda Water Manufacturer. Jan 27 at 12, at office of Belk, High pavement, Nottingham

Wording, Nathaniel, Cecily Hill, Gloucester, Groom. Jan 30 at 11, at the Swan Inn, Stroud. Cook, Cirencester